

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

CHRISTINE BORDEN,

Plaintiff,

v.

**BANK OF AMERICA, NA (“BANA”)
AND WESTCLIFF TECHNOLOGIES,
INC., D/B/A NATIONAL BITCOIN ATM,
AND CASH CLOUD, INC., D/B/A/ COIN
CLOUD,**

Defendants.

CASE NO.: 2:22-cv-04076-BHH

Removed from Georgetown County Court
of Common Pleas
Case No. 2022-CP-22-00868

**DEFENDANT WESTCLIFF TECHNOLOGY, INC.’S
MOTION TO DISMISS (FRCP 12(b)(6)) AND MEMORANDUM OF LAW IN SUPPORT**

Defendant Westcliff Technologies, Inc. dba National Bitcoin ATM (“Westcliff” or “Defendant”) hereby moves this Court to dismiss the complaint (“Complaint”) filed by Christine Borden (“Plaintiff”) pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure (with prejudice).

Plaintiff has asserted claims against Westcliff for alleged violations of S.C. Code § 43-35-87(H) (elder abuse), the South Carolina Unfair Trade Practices Act (“SCUTPA”), negligent training/supervision, strict liability (abnormally dangerous activities), conversion, and unjust enrichment.

Plaintiff’s relationship with Westcliff was governed by a Terms of Service (“ToS”) agreement,¹ which she accepted, and which governed all relations between Plaintiff and Westcliff.

¹ A true and correct copy of the ToS is attached hereto as Exhibit 1 and incorporated herein by reference. Westcliff requests consideration of Exhibit 1 pursuant to *Anand v. Ocwen Loan Servicing, LLC*, 754 F.3d 195, 198 (4th Cir. 2014) and *Sanders v. Brown*, 504 F.3d 903, 910 (9th Cir 2007)). Westcliff will subsequently petition this Court to compel arbitration and/or move for summary judgment if necessary to enforce the terms of this agreement.

Plaintiff has breached the arbitration agreement contained in the ToS by bringing suit. By challenging her Complaint on Rule 12 grounds herein, Westcliff does not waive, and expressly reserves, any rights to arbitration and asserts the arbitration clause as a preemptive bar to Westcliff's inclusion in these proceedings.

To the extent Westcliff is forced to participate in these proceedings despite its arbitration rights, Plaintiff's Complaint should be dismissed for failure to state a claim upon which relief can be granted on the grounds detailed below.

Plaintiff's elder abuse claim fails as the statute does not create a private cause of action. Furthermore, she has not alleged sufficient facts to show she is in fact a protected adult under the statute. She has further failed to allege any error or omission by Westcliff which would entitle her to relief.

Plaintiff's claim for unfair trade practices fails because she failed to allege an unfair or deceptive conduct by Westcliff, and the alleged harm, suffered by Plaintiff alone, does not affect the public interest.

The third cause of action for "Negligence Per Se/Negligent Supervision and Training, Banking Negligence" is alleged in an entirely conclusory fashion and fails to specify how Westcliff either owed or breached a duty of care owing to Plaintiff as their customer. This tort claim is further barred by the economic loss rule where Plaintiff's relationship with Westcliff was governed by the ToS agreement which she accepted, and which governed all relations between Plaintiff and Westcliff. *See* Exhibit 1.

No authority is cited by Plaintiff to support the imposition of strict liability for "abnormally dangerous financial activities", and this would be a gross overextension of both state and federal precedents (typically applying this doctrine to activities such as the storage and use of high explosives or pollutants).

Finally, Plaintiff's written Terms of Service Agreement with Westcliff requires that she submit her claims against Westcliff to arbitration.

I. FACTS

Plaintiff alleges in her Complaint that in February of 2022 scammers initially posed as Microsoft customer support representatives in order to gain access to Plaintiff's computer and phone. (ECF 1-1, p. 9, ¶29). The scammers subsequently contacted Plaintiff advising that her BANA accounts were jeopardized by an internal BANA fraud ring, and she needed to withdraw all of her money. (ECF 1-1, p. 9, ¶30). On February 16, 2022, Plaintiff entered BANA's Georgetown financial center and asked to withdraw \$31,000.00. (ECF 1-1, p. 10, ¶35). Due to not having sufficient cash on hand, BANA advised Plaintiff she would need to visit the Myrtle Beach financial center to complete the transaction. (ECF 1-1, p. 10, ¶38). Plaintiff visited the Myrtle Beach financial center the same day and withdrew \$31,000.00 from her BANA account. (Id.) Plaintiff subsequently deposited the funds into bitcoin ATMs owned by Defendants Westcliff and Cash Cloud. (ECF 1-1, p. 11, ¶¶48-50).

At some point thereafter, the scammers became aware of additional funds in Plaintiff's retirement account. (ECF 1-1, p. 10, ¶39). The scammers convinced Plaintiff to transfer \$70,899.00 into her BANA account and she did so on February 22, 2022. (ECF 1-1, p. 10, ¶¶39-40). On or about February 22, 2022, Plaintiff returned to a financial center and withdrew \$40,000.00 from her BANA account. (ECF 1-1, p. 11, ¶41). Plaintiff deposited the funds into bitcoin ATMs owned by Defendants Westcliff and Cash Cloud. (ECF 1-1, p. 11, ¶¶48-50).

As a result of the foregoing, Plaintiff brings claims against BANA for violation of S.C. Code § 43-35-87(H), violation of the South Carolina Unfair Trade Practices Act ("SCUTPA"), and various forms of negligence. (ECF 1-1, pp. 13-17, ¶¶68-89).

II. STANDARD OF REVIEW

A motion to dismiss under Federal Rule of Civil Procedure 12(b)(6) tests the legal sufficiency of the claims alleged in the complaint. Federal Rule of Civil Procedure 8 requires that a complaint include a "short and plain statement of the claim showing that the pleader is entitled

to relief.” (Fed.R.Civ.P. 8(a)(2).)

While the court is to accept as true all the factual allegations in the complaint, legally conclusory statements, not supported by actual factual allegations, need not be accepted. (*Ashcroft v. Iqbal*, 556 U.S. 662, 678-79 (2009).) The complaint must proffer sufficient facts to state a claim for relief that is plausible on its face. (*Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555, 558-59 (2007).) "A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." (*Iqbal*, 556 U.S. at 678 (citation omitted).) "[W]here the well pleaded facts do not permit the court to infer more than the mere possibility of misconduct, the complaint has alleged but it has not 'show[n]'-that the pleader is entitled to relief". (*Id* at 679.)

Review is generally limited to the contents of the complaint, although the court can also consider a document on which the complaint relies if the document is central to the claims asserted in the complaint, and no party questions the authenticity of the document. (*See Anand v. Ocwen Loan Servicing, LLC*, 754 F.3d at 198; *Sanders v. Brown*, 504 F.3d at 910. The court may also consider documents referenced extensively in the complaint and documents that form the basis of the plaintiffs' claims. (*See No 84 Emp'r Teamster JI Council Pension Tr. Fund v. Am W. Holding Corp.*, 320 F.3d 920, 925 n.2 (9th Cir. 2003)).

III. FAILURE TO STATE SPECIFIC CAUSES OF ACTION

A. Elder Abuse S.C. Code § 43-35-87(H)

As noted by Defendant Bank of America ("BANA") in its Rule 12 motion, the plain language of the statute cited by Plaintiff does not provide a private cause of action by vulnerable adults against financial institutions. Since its enactment, there has not been a single action brought under S.C. Code § 43-35-87(H). While the statute does not bar a suit against a financial services provider in tort or contract where otherwise appropriate, there is no private, independent cause of action under this statute itself. For this reason alone, the Complaint should be dismissed.

1. Plaintiff Has Not Sufficiently Alleged her Entitlement to Protection as a Vulnerable

Adult (S.C. Code § 43- 35).

Plaintiff's complaint alleges only that she was 73 years of age at the time of the underlying events and that she lives on a fixed income. The South Carolina Omnibus Adult Protection Act defines a vulnerable adult as “a person eighteen years of age or older who has a physical or mental condition which substantially impairs the person from adequately providing for his or her own care or protection.” (S.C. Code § 43-35-10(11)). A vulnerable adult includes those who are substantially impaired to the point they are unable to care for themselves. (*See S.C. Dep't of Soc. Servs. v. Patten*, 412 S.C. 93, 770 S.E.2d 192, 195 (Ct. App. 2015); *see also Doe v. S.C. Dep't of Soc. Servs.*, 407 S.C. 623, 757 S.E.2d 712.).

Even if a private action for violation of the SCOAPA were permitted, Plaintiff has not shown she would have standing under the Act to bring these claims.

B. Unfair/Deceptive Trade Practices.

Plaintiff has artfully plead around the fact that Westcliff did in fact flag her account for further verification and that pursuant to this EDD process, Plaintiff herself certified to Westcliff that she was not in a situation where she had been informed her identity had been compromised. Plaintiff further certified that the bitcoin wallet address she was directing her deposits to was in fact her own wallet. Attached hereto as Exhibit 2 and incorporated herein by reference is a true and correct copy of the form provided to Westcliff by Plaintiff. Consideration of this evidence outside the pleading is requested under *Anand and Sanders, supra*.

Under SCUTPA, unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are deemed unlawful. (S.C. Code Ann. § 39-5-20 (1985, Supp. 2001).) “To recover in an action under the Act, the plaintiff must show: (1) the defendant engaged in an unfair or deceptive act in the conduct of trade or commerce; (2) the unfair or deceptive act affected public interest; and (3) the plaintiff suffered monetary or property loss as a result of the defendant's unfair or deceptive act(s).” (*Turner v. Kellett*, 426 S.C. 42, 824 S.E.2d 466, 469 (S.C. Ct. App. 2019).) A trade practice is unfair when it is “offensive to public policy or when

it is immoral, unethical, or oppressive.” (*Beattie v. Nations Credit Fin. Servs. Corp.*, 69 F. App'x 585, 588 (4th Cir. 2003).) A trade practice is deceptive “when it has a tendency to deceive.” (*Johnson v. Collins Ent. Co.*, 349 S.C. 613, 636, 564 S.E.2d 653, 665 (2002).)

In order to bring a private cause of action under SCUTPA, plaintiff must plead and prove that the defendant's actions adversely affected the public interest. (*Noack Enterprises, Inc. v. Country Corner Interiors, Inc.*, 290 S.C. 475, 478-479, 351 S.E.2d 347, 349-350 (S.C. Ct. App. 1986) (citing *Zeeman v. Black*, 156 Ga. App. 82, 85, 273 S.E.2d 910, 915 (Ga. Ct. App. 1980)). Conduct that only affects the parties to the transaction provides no basis for a SCUTPA claim. (*Robertson v. First Union Nat'l Bank*, 350 S.C. 339, 350, 565 S.E.2d 309, 315 (S.C. 2002) (citing *Jefferies v. Phillips*, 316 S.C. 523, 527, 451 S.E.2d 21, 23 (S.C. Ct. App. 1994)).

In order for a plaintiff to prove that a public interest is adversely affected it may show that “the acts or practices have the potential for repetition.” (*Singleton v. Stokes Motors, Inc.*, 358 S.C. 369, 595 S.E.2d 461, 466 (S.C. 2004)). This can be established “(1) by showing the same kind of actions occurred in the past, thus making it likely they will continue to occur absent deterrence, or (2) by showing the company's procedures create a potential for repetition of the unfair and deceptive acts.” (*Daisy Outdoor Advert. Co. v. Abbott*, 322 S.C. 489, 473 S.E.2d 47, 51 (1996)).

Plaintiff was in fact given the opportunity to report any concerns she had regarding these transactions to Westcliff after Westcliff flagged her accounts for suspicious activity. Plaintiff's Complaint is deliberately vague in its allegations in this regard because a complete and accurate account of the dealings between Westcliff and Plaintiff would entirely exonerate Westcliff. Should Rule 12 constraints bar the consideration of these additional facts, Westcliff, if forced to remain in this litigation, will seek summary judgment on these grounds.

C. Negligence.

Any question as to Westcliff's "negligence" would be mooted by a specific, complete and accurate pleading of the underlying events as noted above. Exhibit 2 demonstrates that Plaintiff

herself reassured Westcliff as to the propriety of the subject transactions after Westcliff had diligently flagged her account for further scrutiny (contrary to the misleading presentation offered in Plaintiff's conclusory-plead Complaint).

The Complaint is further erroneous on its face in asserting that Westcliff owed a duty of care to Plaintiff and in making tort claims barred by the economic loss rule.

1. "Banking" Duty of Care.

South Carolina courts have expressly acknowledged that no special duty of care exists between a bank and an ordinary customer. (*Eisenberg v. Wachovia Bank, N.A.*, 301 F.3d 220 (4th Cir. 2002); *Midland Mortg. Corp. v. Wells Fargo Bank, N.A.*, 926 F. Supp. 2d 780, 792 (D.S.C. 2013)). Westcliff's relationship with Plaintiff is similarly "arms-length" if not more so.

2. Economic Loss Rule - Terms of Service Agreement (Exhibit 2).

The economic loss rule "bars a negligence action 'when duties are created solely by contract.'" (*Eaton Corp. v. Trane Carolina Plains*, 350 F. Supp. 2d 699, 701 (D.S.C. 2004); c.f. *Bennett v. Ford Motor Co.*, 236 F. Supp. 2d 558, 561 (D.S.C. 2002).)

Exhibit 1 is a true and correct copy of the ToS Agreement which Plaintiff agreed to as part of her on-boarding as a Westcliff customer. As noted above, this agreement requires the arbitration of any disputes such as those pleaded by Plaintiff in her Complaint. Furthermore, the contract is a complete, integrated agreement intended to entirely govern the relationship between Plaintiff and Westcliff. As such, Plaintiff's remedies should be limited to contractual, not tort claims and all causes of action outside the contract should be dismissed on that basis alone.

3. Strict Liability for Abnormally Dangerous/Ultrahazardous Activities.

Plaintiff seeks to grossly overextend both state and federal precedents regarding the scope of strict liability for ultrahazardous activities. South Carolina itself has permitted this theory in "blasting" (high explosives) cases and a handful of other narrow categories where the activity in

question presents a serious and special risk to public safety.

There appears to be no case in which this theory has been applied to financial services and an examination of the underlying historic factors reveals no good reason to do so.

The First Restatement of Torts Sec. 519 (1938), refers to "ultrahazardous" activity, while the Restatement (Second) speaks of "abnormally dangerous" activity to impose strict liability. This difference in nomenclature is of no importance. (W. Prosser and W. Keeton, Handbook of the Law of Torts Sec. 78 at 555-56 (5th ed. 1984)).

Section 520 of the Second Restatement provides as follows:

In determining whether an activity is abnormally dangerous, the following factors are to be considered:

- (a) Existence of a high degree of risk of some harm to the person, land or chattels of another;
- (b) Likelihood that the harm that results from it will be great;
- (c) Inability to eliminate the risk by the exercise of reasonable care;
- (d) Extent to which the activity is not a matter of common usage;
- (e) Inappropriateness of the activity to the place where it is carried on; and
- (f) Extent to which its value to the community is outweighed by its dangerous attributes.

Imposing strict liability on a cash machine operator for "facilitating" identity theft would either render those services unavailable or prohibitively expensive while having little effect on the underlying problem of identity theft. There is no public policy or interests of justice basis for the imposition of such liability.

4. Conversion.

Westcliff acted with Plaintiff's consent in conducting all transactions, as evidenced by Exhibits 1 and 2. Conversion requires "unauthorized" interference with property rights (*Moore v. Benson*, 390 S.C. 153, 162 (Ct. App. 2010)). The economic loss rule also bars this tort claim.

5. Unjust Enrichment.

Again, Westcliff's actions were not unjust or inequitable where Plaintiff herself assured

EXHIBIT 1



(<https://www.nationalbitcoinatm.com>)

(tel:)

Terms of Service

WESTCLIFF TECHNOLOGIES, NC. dba NATIONAL BITCOIN ATM

Terms & Conditions of Service, Privacy Policy, Disclaimer

Westcliff Technologies, nc. dba National Bitcoin ATM Terms of Service and Privacy Policy

National Bitcoin ATM Terms and Conditions

Thank you for visiting the National Bitcoin ATM website located at www.nationalbitcoinatm.com (the "Site") and/or one of the National Bitcoin ATM Venues (collectively, the "National Bitcoin Venues"). The National Bitcoin Venues are properties of Westcliff Technologies, nc. d/b/a National Bitcoin ATM (collectively, "National Bitcoin ATM" or "we," "our" or "us"). We own, operate, manage, and/or control the National Bitcoin ATM and the National Bitcoin ATM Privacy Notice ("Privacy Notice") and any and all other applicable operating rules, Policies, price schedules and other supplemental terms and conditions or documents that may be published from time to time, which are expressly incorporated herein by reference (collectively, the "Agreement").

Capitalized terms are defined elsewhere in Section 1 (Definitions) below.

PLEASE REVIEW THE TERMS OF THE AGREEMENT CAREFULLY. IF A USER DOES NOT AGREE WITH THE TERMS OF THE AGREEMENT IN THEIR ENTIRETY, THAT USER IS NOT AUTHORIZED TO USE THE NATIONAL BITCOIN OFFERINGS IN ANY MANNER OR FORM.

THE AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES, LIMITATIONS OF LIABILITY, RELEASES, A CLASS-ACTION WAIVER, AND THE REQUIREMENT TO ARBITRATE ANY AND ALL CLAIMS THAT MAY ARISE HEREUNDER AGAINST NATIONAL BITCOIN, AS WELL AS ITS PARENT, SUBSIDIARIES, RELATED PARTIES, THIRD PARTY SERVICE PROVIDERS AND PARTNERS (COLLECTIVELY "COVERED PARTIES"), WHO ARE EXPRESS THIRD-PARTY BENEFICIARIES OF THE MANDATORY ARBITRATION PROVISION. THE AFOREMENTIONED PROVISIONS ARE AN ESSENTIAL BASIS OF THE AGREEMENT.

NEW JERSEY STATE RESIDENTS ARE ENCOURAGED TO REVIEW THEIR RIGHTS UNDER THE AGREEMENT, AS PROVIDED UNDER THE NEW JERSEY TRUTH IN CONSUMER CONTRACT WARRANTY AND NOTICE ACT ("TCCWNA").

ONLY ONE PERSON MAY USE ONE ACCOUNT. SENDING TO A WALLET THAT YOU DO NOT CONTROL IS AN EXPRESS VIOLATION OF OUR TERMS. VIOLATION OF EITHER WILL RESULT IN YOU BEING BANNED FROM OUR PLATFORM.

Accepted by you (User, hereinafter "you") agree to the Agreement, and, when she/he: (a) accesses or uses a National Bitcoin Venue; (b) accesses and/or downloads any of the: (i) graphics, artwork and/or other content featured on the National Bitcoin Venues, including cryptocurrency related content (collectively, "Informational Content"); and/or (ii) links to third party websites, products and/or services ("Third Party Links," and together with the Informational Content, the "Content"); (c) purchases Bitcoin, Litecoin and/or Ethereum cryptocurrency (collectively, "Cryptocurrency") by a dog; (d) uses the National Bitcoin ATM (Pc) service; (g) adds a new dog to the dog's account.

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Currencies via the National Bitcoin Over the Counter market service ("OTC Service"); (h) uses the Kiosk locator search and/or contact information made available via the National Bitcoin Venues as a means to contact directly, or request to be contacted by, National Bitcoin (collectively, the "Contact Services," and together with the National Bitcoin Venues, Content, Payment Service, OTC Service, and Software, the "National Bitcoin Offering")

1. Scope; Modification of Agreement. The Agreement constitutes the entire and only agreement between Users and National Bitcoin with respect to Users' use of the National Bitcoin Offerings, and supersedes all prior or contemporaneous agreements, representations, warranties and/or understandings with respect to same. We may amend the Agreement from time to time in our sole discretion, without specific notice to you; provided, however, that: (a) any amendment or modification to the arbitration provisions, prohibition on class action provisions or any other provisions applicable to dispute resolution (collectively, "Dispute Resolution Provisions") shall not apply to any disputes incurred prior to the applicable amendment or modification; and (b) any amendment or modification to pricing and/or billing provisions ("Billing Provisions") shall not apply to any charges incurred prior to the applicable amendment or modification. The latest Agreement will be posted on the Site and in the user interface associated with the Kiosks, and you should review the Agreement prior to using the National Bitcoin Offerings. By your continued use of the National Bitcoin Offerings, you hereby agree to comply with, and be bound by, all of the terms and conditions contained within the Agreement effective at that time (other than with respect to disputes arising prior to the amendment or modification of the Dispute Resolution Provisions, or charges incurred prior to the amendment or modification of the Billing Provisions, which shall be governed by the Dispute Resolution Provisions and/or Billing Provisions then in effect at the time of the subject dispute or incurred charges, as applicable).

2. Our Relationship with You.

- National Bitcoin is a Registered Money Services Business. As a registered Money Service Business, National Bitcoin sells and purchases Digital Currency from third parties and then resells that Digital Currency to you and/or buys your Digital Currency in exchange for Fiat Sovereign backed currency, such as U.S. Dollars ("USD"). If you violate any portion of the Agreement, we have the right to refuse your transaction and prohibit you from using the National Bitcoin Offerings indefinitely without reason or explanation.
- Your Privacy. Protecting your privacy is very important to National Bitcoin. Please review our Privacy Notice in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your Information.
- Privacy of Others. If you receive Information about another User through the National Bitcoin Offerings, you must keep the Information confidential and only use it in connection with the National Bitcoin Offerings. You may not disclose or distribute a User's Information to a third party or use the Information for marketing purposes.
- Intellectual Property. "www.NationalBitcoinATM.com," "National Bitcoin ATM," and all logos related to the National Bitcoin Offerings are either common law trademarks or registered trademarks of National Bitcoin or its licensors. You may not copy, imitate or use them without National Bitcoin's prior written consent. In addition, all page headers, custom graphics, button icons and scripts are service marks, trademarks and/or trade dress of National Bitcoin. You may not copy, imitate or use them without our prior written consent. All right, title and interest in and to the National Bitcoin Venues, any Content made



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available in connection therewith, the other National Bitcoin Offerings, the technology related to the National Bitcoin Offerings, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of National Bitcoin and its licensors.

- **Assignment.** You may not transfer or assign any rights or obligations you have under the Agreement without National Bitcoin's prior written consent in each instance. National Bitcoin reserves the right to transfer or assign the Agreement or any right or obligation under the Agreement at any time.
- **Notices to You.** You agree that National Bitcoin may provide notice to you by posting it on our Site and in the user interface associated with the Kiosk, emailing it to the email address listed in your Account, sending an SMS text message to the phone number listed in your Account (where we have obtained your consent to do so, and subject to any restrictions imposed by applicable law) or mailing it to the street address associated with your Account. Such notice shall be considered received by you within twenty-four (24) hours of the time it is posted on our Site and in the user interface associated with the Kiosk or, as applicable, the time it is emailed to you unless we receive notice that the email was not delivered. If the notice is sent by mail, such notice shall be considered received three (3) Business Days after it is sent. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting National Bitcoin as described in section 2.7 below. National Bitcoin reserves the right to charge you a records request fee to provide a paper copy.
- **Notices to National Bitcoin.** Except as otherwise stated below, notice to National Bitcoin must be sent by postal mail to: Westcliff Technologies, Inc. (d/b/a National Bitcoin ATM), 237 A St #10101 San Diego CA 92101, and electronically to: help@nationalbitcoinatm.com (mailto:help@nationalbitcoinatm.com).
- **SMS Text Messages and Email.** Where you provide "prior express consent" within the meaning of the Telephone Consumer Protection Act (47 USC § 227), and its implementing regulations adopted by the Federal Communications Commission (47 CFR § 64.1200), as amended from time-to-time ("TCPA"), you understand and agree that National Bitcoin may send you informational SMS text messages utilizing an automatic telephone dialing system. You may receive a maximum of 20 such SMS text messages per calendar month. Standard message and data rates may apply to any SMS text messages. Text "STOP" to opt-out from future messages. You may text "HELP," or email us at help@nationalbitcoinatm.com, for help. We shall not be liable for delayed or undelivered messages.

The following non-exhaustive list of mobile carriers are not liable for delayed or undelivered messages:

A & A Tele, Mobile, Verizon Wireless, U.S. Cellular, Sprint, Boost, Metro PCS, Cellcom, Cellular One, Cellular South, Cincinnati Bell, Nextel, Virgin Mobile, ACS Wireless, Buegrass, Centennial, Cox Communications, EC Cellular One of East Central Illinois, EKN Appalachian Wireless, GC Communications, mmix PC Management, nand Cellular, VCell Illinois Valley Cellular, Nextech Wireless, RCC/Unice, Revo, RNA/A West Wireless, RNA/C C eecom Cambridge, RNA/FM C Farmers Mutual Telephone Co., RNA/N ca Na a eep o e o, RNA/S ve a, RNA/S a e R ve P S, RNA/So e a, RNA/Sy ga W ee, RNA/UB, and West Central Wireless.

You also understand and agree that: (a) National Bitcoin may send emails, including inquiries and use of National Bitcoin Offerings, to the email address you provided to National Bitcoin and (b) such emails may be sent to a wireless device and you might be charged by your wireless carrier for the transmission of such emails. With regards to any commercial

communications, you may revoke consent to receive commercial emails from National Bitcoin at any time.



Accounts.

(https://www.nationalbitcoin.com)

(tel:)

When you use some of the National Bitcoin Offerings, you must create an account with National Bitcoin ("Account"), and you must provide information sufficient for us to verify your identity each time you use the National Bitcoin Offerings. The information that you must supply in order to open an Account and/or use certain of the National Bitcoin Offerings may include, without limitation: (a) your full name; (b) your date of birth; (c) your mailing/billing address; (d) your e-mail address; (e) your telephone number; (f) your credit card information, debit card information and/or bank account information (where purchasing Digital Currencies); (g) certain biometric information used to confirm your identity; (h) certain identification-related data (such as your Social Security Number, driver's license number and related information, and passport number and related information); and/or (i) any other information requested by us via the applicable National Bitcoin Venue (collectively, "Registration Data"). You agree to: (i) provide accurate, truthful and current Registration Data when creating an Account or when using one of our Kiosks; (b) use your Account and the National Bitcoin Offerings only for yourself, not share access to your Account with others and not conduct transactions on behalf of others by and through your Account; and (iii) promptly notify us if you discover or otherwise suspect any security breaches or misuse related to your Account. You are responsible for maintaining the confidentiality of your Account and associated log-in information, and for restricting access to your computer, and you agree to accept responsibility for all activities that occur through use of your Account, including any purchases or other transactions made therethrough. Further, you expressly represent and warrant that you will only send funds to your own personal wallet and not the wallet of any third party individual or entity.

- **Eligibility.** To be eligible to access the National Bitcoin Offerings, you must be: (a) at least eighteen (18) years of age (or the age of majority if greater than eighteen (18) years of age in your jurisdiction of residence) or older; and (b) able to enter into legally binding contracts under applicable law; and (c) a resident of the United States (collectively, "Usage Requirements"). The National Bitcoin Offerings are not intended for individuals who do not satisfy the Usage Requirements. By using the National Bitcoin Offerings, you represent and warrant that you: (i) are of legal age to form a binding contract in your jurisdiction; (ii) have not previously been suspended from using the National Bitcoin Offerings; (iii) are a resident of the United States; (iv) have full power and authority to enter into the Agreement and in doing so will not violate any other agreement to which you are a party; (v) are not under the control of, or a national or resident of any country to which the United States has embargoed goods or services; (vi) have not been identified as a "Specially Designated National" by the U.S. Office of Foreign Assets Control; and (vii) have not been placed on the U.S. Department of Commerce's Denied Persons List. If you are using the National Bitcoin Offerings on behalf of a legal entity, you further represent and warrant that: (A) such legal entity is duly organized and validly existing under the laws applicable to its jurisdiction of organization; and (B) you are duly authorized by such legal entity to act on its behalf.
- **Identity Authentication.** You authorize National Bitcoin, directly or through third party identification verification service providers, to make any inquiries we consider necessary



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to validate your identity. This may include: (a) asking you for further information; (b) requiring you to provide a taxpayer identification number; (c) requiring you to take steps to confirm ownership of your email address and/or financial instruments; and/or (d) verifying your information against third party databases or through other sources. Prior to your use of the National Bitcoin Offerings by and through a Kiosk, you must provide all of the information requested by National Bitcoin via the applicable National Bitcoin Venue including, without limitation, Registration Data and any additional information requested (collectively, "Personal Information"). You acknowledge that National Bitcoin will analyze and validate your identity by reference to the Personal Information that you provided to determine whether you qualify to use the National Bitcoin Offerings ("Verification Process"). Your use of the National Bitcoin Offerings may be delayed during the Verification Process, and National Bitcoin disclaims responsibility for any loss, delay or other harm relating thereto. If you do not pass the Verification Process, or if you fail to provide any of the information required to access the National Bitcoin Offerings, you will be denied access to the National Bitcoin Offerings. If you believe your access to the National Bitcoin Offerings has been wrongly denied, please contact us at: help@nationalbitcoinatm.com.

- Third Party Permissions. If you grant express permission to a third party to take specific actions on your behalf, or access particular information about your Account, either through your use of the third party's product or service or otherwise, you acknowledge that National Bitcoin may disclose the information about your Account that is specifically authorized by you to be provided to this third party. You also acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under the Agreement. Further you acknowledge and agree that you will not hold National Bitcoin responsible for, and will indemnify National Bitcoin from and against, any and all liability arising from the actions or inactions in connection with the permissions you grant.
 - Necessary Equipment. You are responsible, at all times, for ensuring that you have an Internet connection, computer/mobile device, up-to-date Internet browser versions, a functioning e-mail account, applicable software, applicable hardware and/or other equipment necessary to access the National Bitcoin Offerings. National Bitcoin does not guarantee the quality, speed or availability of the Internet connection associated with your mobile device and/or computer. National Bitcoin does not guarantee that the National Bitcoin Offerings can be accessed: (a) on all mobile devices; (b) through all wireless service plans; (c) in connection with all Internet browsers; or (d) in all geographical areas. Standard messaging, data and wireless access fees may apply to your use of the National Bitcoin Offerings through your wireless device. You are fully responsible for all such charges and National Bitcoin has no liability or responsibility to you, whatsoever, for any such charges billed by your wireless carrier.
4. Transactions: Kiosk and Physical Agent Transactions. The terms of this Section 4 apply to any purchase or sale of Digital Currency carried out via a Kiosk, the OTC Service or physical agent location (each, an "Order").
- Order Information. You must provide all information requested by National Bitcoin in connection with any Order, including: (a) for purchase Orders, the amount of U.S. Dollars you intend to spend in connection with the purchase and the Digital Currency wallet address to which National Bitcoin will send the Digital Currency you purchase; and (b) for sales Orders, the amount of Digital Currency you intend to sell. You are solely responsible for the accuracy of any Order information you submit.



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- Offer Terms. When you place an Order, you will be able to view the specific terms and conditions applicable to your Order which may include: (a) a price at which National Bitcoin will sell Digital Currency to you and all applicable fees; ~~and~~ (b) for sale transactions only, the Offer expiration time, which is the deadline by which the Digital Currency you intend to sell to National Bitcoin must be received by National Bitcoin or its designated agent. For sale transactions only, you may be shown the terms, conditions and pricing associated with the transaction (collectively, the "Offer Terms") that may also contain a QR code with National Bitcoin's Digital Currency payment address, and a cash redemption code that is activated subject to fulfillment of the conditions set forth in Section 4.3(b) below ("Sales Ticket").
- Order Completion. In order to accept National Bitcoin's offer to purchase or sell Digital Currency (or the offer to purchase or sell Digital Currency from a third party when using the OTC Service), you must satisfy any terms and conditions stated in the Offer Terms including, without limitation, by fulfilling the requirements outlined below.
 1. Purchase Order Completion. To complete your purchase of Digital Currency from National Bitcoin: (i) via a Kiosk, in accordance with the applicable Offer Terms, you must insert cash into the Kiosk to pay National Bitcoin in accordance with the applicable pricing and other terms, whereupon National Bitcoin will send the amount of Digital Currency calculated by the exchange rate specified in the Offer Terms and other markup to the Digital Currency wallet address you provide within a reasonable timeframe; provided, however, that we cannot guarantee that the Digital Currency will be transmitted to your address within any specific timeframe or that the wallet address you provide will be compatible with the specific cryptocurrency you select; and (ii) via the OTC Service, in accordance with the applicable Offer Terms, National Bitcoin will send you National Bitcoin's wire instructions; provided, however, that National Bitcoin reserves the right to update the purchase price quote if the wire transfer is not initiated within one hour from the time that National Bitcoin sends the wire instructions or if the price of the applicable Digital Currency fluctuates by more than one percent (1%) from the time that National Bitcoin provides you with the quote for the price of the subject Digital Currency. Upon receipt of the wire for the full amount set forth in the Offer Terms, National Bitcoin may send you a de minimis amount of the subject Digital Currency as a test transaction. Once you confirm receipt of the test amount, National Bitcoin will send the remaining amount of Digital Currency to the Digital Currency wallet address you provide within a reasonable timeframe; provided, however, that we cannot guarantee that the Digital Currency will be transmitted to your address within any specific timeframe. Once a wire has been initiated, an order cannot be cancelled.
 2. Sale Order Completion. To complete your sale of Digital Currency to National Bitcoin, where available, in accordance with the applicable Offer Terms, the following must occur: (i) you must send the subject Digital Currency to the Digital Currency address that we designated in the Offer Terms ("Payment Address"); and (ii) National Bitcoin or its designated agent, must confirm its receipt of such Digital Currency before the Offer Terms expire. If the foregoing steps are successfully completed and all other Offer Terms are satisfied, then either: (A) you will be provided U.S. Dollars by National Bitcoin or the applicable Kiosk in the amount specified in the Offer Terms; or (B) the Kiosk will disburse to you the amount of U.S. Dollars specified in the Offer Terms when you send the required Digital Currency to the designated National Bitcoin QR code displayed at the Kiosk. If you do not fulfill all requirements as outlined in the applicable Offer Terms or such other applicable terms, National Bitcoin will not be bound by such Offer Terms and the original



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Order will be cancelled. For instance, your Order will be cancelled if the timeframe provided in the Offer Terms expires before you fulfill the steps outlined in this Section 4.3. If you send an incorrect amount of Digital Currency to the Payment Address, this constitutes a new offer to National Bitcoin, superseding the existing Offer Terms and National Bitcoin, in its sole discretion, may either: (i) cancel the Order and return all the Digital Currency that you sent, less any applicable network or transaction fees; or (ii) accept your new offer as follows: (x) if you send more Digital Currency to the Payment Address than specified in the Offer Terms, National Bitcoin will honor the Offer Terms and disburse the excess amount of Digital Currency to the address from which you originally sent the Digital Currency, less any applicable network or transaction fees; or (y) if you send less Digital Currency to the Payment Address than specified in the Offer Terms, National Bitcoin will round down your offer as necessary to the closest entry in the then-current Rate Table and disburse the excess amount of Digital Currency to the address from which you originally sent the Digital Currency, less any applicable network or transaction fees. If your sales Order is cancelled for any reason and you have submitted Digital Currency to National Bitcoin, your Digital Currency will be returned (less any applicable network and transaction fees) to the address from which you originally sent the Digital Currency; provided, however, that we cannot guarantee that the Digital Currency will be transmitted to your address within any specific timeframe. If your purchase Order is cancelled and you have inserted U.S. Dollars into the Kiosk, your U.S. Dollars will be returned; provided, however, that in such circumstances you must immediately contact support via email at: help@nationalbitcoinatm.com. You are responsible for remaining physically present at the Kiosk to receive any cash, receipts, or paper wallets, or to input any required information. National Bitcoin is not responsible for your failure to receive any U.S. Dollars or Digital Currency returned or disbursed in accordance with the terms of the Agreement.

- Receipts. Upon completion of a purchase transaction with National Bitcoin, you will either be provided with a paper wallet containing your Digital Currency, or the Digital Currency will be transferred to your designated Digital Currency address, and you may receive a paper receipt from the Kiosk, an email, or an SMS text message that contains the Offer Terms and/or actual amount of Digital Currency purchased from National Bitcoin. Upon your placement of a Sales Order, you will be provided with a QR code on the Kiosk screen as mentioned above which contains the National Bitcoin wallet address where you need to send the Digital Currency that you wish to sell. After National Bitcoin has received your Digital Currency, and after National Bitcoin has dispensed U.S. Dollars to you via one of our Kiosks, you may be provided with an SMS text message that contains the Offer Terms and the amount of U.S. Dollars dispensed to you.
- Transactions. Transactions may, as applicable and permitted by National Bitcoin, be placed online twenty-four (24) hours a Day, seven (7) Days a week or via physical Kiosk or physically at an authorized agent/dealer during available specified hours. Upon confirmation, an e-mail or SMS text message may be sent to the Customer. National Bitcoin encourages all Customers to log into their Digital Currency wallet account within one (1) hour of initiating a purchase or sale transaction in order to verify the transaction's status and to review all payment procedures and the transaction history.
- Purchase Restrictions. We may, at our discretion, impose limits on the amount of Digital Currency you can buy, sell or send through the National Bitcoin Offerings. National Bitcoin reserves the right to unilaterally amend existing restrictions or implement new restrictions without notice at any time.



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- Price Confirmations for Customer Purchase Transactions. An estimated price is displayed at the time a Customer Purchase Transaction is submitted. However, the price at the time a transaction is submitted may be subject to market fluctuations. National Bitcoin, in its sole discretion, may choose to require that a Customer have a portion of the intended purchase price, or the entire intended purchase price, in cleared funds, prior to placing an Order. Should a Customer wish to cancel an Order at any point after the subject transaction has been completed, the Customer may be liable for cancellation fees as described in the Agreement and/or otherwise via the applicable National Bitcoin Venue. Should a Customer wish to cancel an Order at any point prior to when a transaction has been completed, the Customer may be liable for cancellation fees as described in the Agreement and/or otherwise via the applicable National Bitcoin Venue. Customer acknowledges and agrees that National Bitcoin is not liable for any services or goods which are provided by or facilitated by any third party. Moreover, Customer acknowledges that National Bitcoin cannot retrieve or return any funds (including, but not limited to, cryptocurrencies) once sent to the designated address and, therefore, National Bitcoin does not provide any refunds after such point.
- Price Confirmations for Customer Sale Transactions. A price is confirmed at the time a Customer Sale Transaction is submitted. The price at the time a transaction is submitted will be locked in, regardless of market fluctuations. National Bitcoin, in its sole discretion, may elect to prevent a Customer Sale Transaction from being completed if it chooses. The Customer, in agreeing to these Terms and Conditions, acknowledges that National Bitcoin will not be held liable for any potential losses incurred due to market fluctuations during this period.

5. Payment.

- Acceptable Methods of Payment – Customer Purchase Transactions. National Bitcoin may choose to accept any of the following methods of payment for Customer Purchase Transactions: (a) cash (Kiosk only); (b) ACH or wire transfer via bank account (Online only); (c) credit card (online only); and (d) debit card (online only). National Bitcoin reserves the right to choose to accept or refuse any method of payment, at any time, in its sole discretion.
- Proceeds from Customer Sale Transactions. Customer Sale Transactions are only available via designated 2-way Kiosks and only exchange Digital Currency for cash. National Bitcoin reserves the right to choose to offer or decline to offer any method of payment, at any time, in its sole discretion. Some payment options may be subject to a service fee, which will be presented to Customer prior to confirmation of the subject Order. While National Bitcoin will make commercially reasonable efforts to process transactions in near real-time, processing and settlement for Customer Sale Transactions may, under certain circumstances, take additional time. Due to anti-money laundering legislation in the United States, National Bitcoin cannot forward the proceeds from any Customer Sale Transaction to an individual who is not a designated Account owner or holder.
- Payments from Business Accounts. Any payment from a Customer Sale Transaction from a Business Account, where permitted by National Bitcoin, can be made in the business's name only. For sole proprietorships, payment can be made in the business's name or the sole proprietor's name, provided proper authorization documentation has been received.

6. Transaction Cancellations.

- When cancelling a transaction, market loss repayments may apply given that a submitted transaction constitutes a binding agreement between National Bitcoin



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and the Customer. Once a wire is initiated as part of an OTC Service transaction, that OTC Service transaction cannot be cancelled.

◦ Customer Purchase Transactions. In the event that a Customer Purchase Transaction is cancelled (whether by the Customer or by National Bitcoin for failure to receive payment in full within the time stipulated in the Offer Terms), market loss payments may be due from Customer to National Bitcoin. Under no circumstances will National Bitcoin be liable to pay Customer for changes in the underlying market price.

7. Account Balances.

- Online Balances. National Bitcoin does not currently provide the ability to hold funds online. Should we choose to do so in the future, if you hold a Bitcoin balance online with National Bitcoin, National Bitcoin will hold your funds separate from its corporate funds, will not use your funds for its operating expenses or any other corporate purposes, and will not voluntarily make your funds available to its creditors in the event of bankruptcy. National Bitcoin further reserves the right to use a third party for holding funds and you may be subject to the terms of use of such third party.

8. Closing Your Account.

- How to Close Your Account. You may request to close your Account at any time by contacting Customer Service, which can be accessed online through the National Bitcoin customer portal (if available), or by emailing us at: help@nationalbitcoinatm.com. National Bitcoin reserves the right to retain any and all data relating to or arising from Accounts.
 - Limitations on Closing Your Account. You may not close your Account to evade an investigation. If you attempt to close your Account while we are investigating, we may freeze your transaction(s) to protect National Bitcoin and/or any third party against the risk of reversals, Chargebacks, Claims, fees, fines, penalties and other liability. You will remain liable for all obligations related to your Account even after the Account is closed.
9. Fees. The following section outlines all fees that National Bitcoin may charge you in relation to Digital Currency exchange, payment, and sale transactions. Unless otherwise specified, all fees stated are in U.S. Dollars. A transaction placed in other currencies will be converted based on the U.S. Dollar exchange rate at the time the transaction is submitted.
- Exchange Service Fee. A service fee shall be applied to all exchange transactions and such fee will be communicated to the Customer prior to confirmation of the transaction. The transaction value and service fees are calculated/quoted in "USD" for U.S. Dollar transactions and may be calculated/quoted in USD equivalents for transactions in all other currencies, or in the currency of the transaction. The service fee will either be a flat fee or a percentage of the transaction amount.
 - General Payment Terms. Where you pay any fees using a credit card or debit card (collectively, "Payment Card"), you must promptly notify us if your Payment Card is cancelled or is no longer valid (e.g., due to loss or theft). UNLESS OTHERWISE INDICATED, ALL FEE PAYMENTS ARE FINAL AND NON-REFUNDABLE. Subject to the conditions set forth herein, you agree to be bound by the Billing Provisions of National Bitcoin in effect at any given time. Upon reasonable prior notice to you (with Site-updates, Kiosk-updates and/or e-mail sufficing), National Bitcoin reserves the right to change its Billing Provisions whenever necessary, in its sole discretion. Continued use of the National Bitcoin Offerings after



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receipt of such notice shall constitute consent to all such changes; provided, however, that any amendment or modification to the Billing Provisions shall not apply to any charges incurred prior to the applicable amendment or modification.

- **Electronic Signatures:** National Bitcoin's authorization to provide and bill for the applicable National Bitcoin Offerings is obtained by way of your electronic signature or, where applicable, via physical signature and/or voice affirmation. Once an electronic signature is submitted, this electronic order constitutes an electronic letter of agency. National Bitcoin's reliance upon your electronic signature was specifically sanctioned and written into law when the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Transactions Act were enacted in 1999 and 2000, respectively (collectively, the "E-Sign Act"). Both laws specifically preempt all state laws that recognize only paper and handwritten signatures. Pursuant to all applicable statutes, regulations, rules, ordinances or other laws including, without limitation, the E-Sign Act and other similar state and federal statutes, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE NATIONAL BITCOIN OFFERINGS. Further, you hereby waive any rights and/or requirements under any statutes, regulations, rules, ordinances, or other law in any jurisdiction which requires an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means. You acknowledge and agree that you can print information delivered to you electronically, or otherwise know how to store that information in a way that ensures that it remains accessible to you in unchanged form.

10. Risk.

- National Bitcoin has not offered or given and will not provide any investment or financial advice in connection with any Customer Purchase Transaction, Customer Sale Transaction or any other action taken in connection with any Digital Currency and has not offered or given any opinion with respect to the suitability of any transaction made, or Digital Currency action taken, or which might be made/taken by the Customer. Nothing we do, and no element of the National Bitcoin Offerings, should be construed as such. The Customer warrants that National Bitcoin has not offered or given any investment advice to Customer in connection with the Digital Currency, National Bitcoin Offerings and/or any other products and/or services offered by National Bitcoin. In addition, National Bitcoin has not given Customer any opinion with respect to the suitability of the Digital Currency, National Bitcoin Offerings and/or any other products and/or services available to Customer.
- **Market Risk.** Customers should carefully consider the suitability of Digital Currency as an investment choice before making any decisions that may affect their financial situation. Digital Currency balances, where applicable, are not insured by the Federal Deposit Insurance Corporation, National Credit Union Share Insurance Fund, or other similar program and may lose all value. The purchase and sale of Digital Currency involves a high degree of risk and is not suitable for all persons. The purchase and sale of Digital Currency provides no guarantee of interest, yield, or return. Losses may be incurred both because of price devaluation and if price gains do not exceed applicable fees, including those charged by National Bitcoin. The Customer acknowledges that all risk of decline in the market value of any Digital Currency is the Customer's risk and not that of National Bitcoin. The Content made available by and through the National Bitcoin Offerings is not a




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substitute for professional financial advice. Reliance on any information made available to you by and through the National Bitcoin Offerings, including the Content, is solely at your own risk. National Bitcoin disclaims all liability for any loss (or damage based on Content or other information directly or indirectly obtained through the National Bitcoin Offerings. You should always check with your financial advisors to be sure that any investments, advice, products and/or services offered by and/or through the National Bitcoin Offerings are appropriate for you.

11. Rules of Behavior. At all times, you must abide by: (a) all applicable International, Federal, State and local laws; (b) all applicable money laundering laws and regulations; and (c) all applicable money licensing laws and regulations. In connection with your use of our Site, Kiosks, any other National Bitcoin Offerings, or in the course of your interactions with National Bitcoin, other Users, or third parties, you will not engage in any of the following Restricted Activities:

- (a) Breach the Agreement, the Acceptable Use Policy, or any other agreement or policy that you have entered into with National Bitcoin.
- (b) Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising).
- (c) Infringe upon National Bitcoin's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.
- (d) Use counterfeit currency.
- (e) Act in a manner that is defamatory, threatening or harassing.
- (f) Provide false, inaccurate or misleading information.
- (g) Send or receive what we reasonably believe to be potentially fraudulent funds.
- (h) Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us.
- (i) Attempt to receive funds from both National Bitcoin and the sender, bank, or credit card issuer for the same transaction during a dispute regarding said transaction.
- (j) Control an Account that is linked to another Account that has engaged in any of these Restricted Activities.
- (k) Continuously Conduct your business or use the National Bitcoin Offerings in a manner that results in or may result in complaints, Disputes, Claims, reversals, Chargebacks, fees, fines, penalties and other liability to National Bitcoin, other Users, third parties or you.
- (l) Participate in or otherwise facilitate any scams, fraudulent activity, or other such improper transactions.
- (m) Damage, modify, or otherwise alter any National Bitcoin property.
- (n) Disclose or distribute another User's information to a third party or use the information for marketing purposes unless you first receive the User's express consent to do so.
- (o) Send unsolicited email to a User or use the National Bitcoin Offerings to collect payments for sending, or assisting in sending, unsolicited email to third parties.
- (p) Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
- (q) Facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.
- (r) Use any robot, spider, other automatic device, or manual process to monitor or copy the Site without our prior written permission.

- (s) Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with any National Bitcoin Venues or other National Bitcoin Offerings; and/or
- (t)  <https://www.nationalbitcoinatm.com> (tel) violate any copyright, intellectual property, or other third party right, or commit a tort. You are solely responsible for your conduct while using the National Bitcoin Offerings. You further agree that you will not:
- (i) Use the National Bitcoin Offerings in any manner that could interfere with, disrupt, negatively affect, or inhibit other Users from fully enjoying the National Bitcoin Offerings, or that could damage, disable, overburden or impair the functioning of the National Bitcoin Offerings in any manner, including any physical damage or defacement of a Kiosk;
 - (ii) Use the National Bitcoin Offerings to pay for, support, or otherwise engage in any illegal activities including, but not limited to: (A) illegal gambling; (B) illegally acquired music, movies or other content; (C) sexually oriented materials or services; (D) fraud or money laundering; (E) terrorist financing; (F) the purchase or sale of illegal or controlled substances, or (G) human trafficking.
 - (iii) Use the National Bitcoin Offerings to pay for ransomware.
 - (iv) Use the National Bitcoin Offerings to pay for backpage advertisements.
 - (v) Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us to access the National Bitcoin Offerings or to extract data.
 - (vi) Use any hardware or software to bypass, disable, or interfere with the National Bitcoin Offerings or the Verification Process.
 - (vii) Use or attempt to use another User's Account, cryptocurrency wallet, or other cryptocurrency repository without authorization.
 - (viii) Attempt to circumvent any content filtering techniques we employ, or attempt to access any National Bitcoin Offerings or area of the National Bitcoin Offerings that you are not authorized to access.
 - (ix) Develop or deploy any third party applications, software, or hardware that interact with the National Bitcoin Offerings without our prior written consent in each instance.
 - (x) Encourage or induce any third party to engage in any of the activities prohibited under the Agreement; and/or
 - (xi) Take any action that may cause us to lose any of the services from our Internet Service Providers, payment processors or other vendors/suppliers.

12. **Content.** The National Bitcoin Venues contain Content which may include, but is not limited to, text, audio, photographs, graphics, artwork, testimonials and other information about National Bitcoin and/or the National Bitcoin Offerings. Reliance on any Content or other information made available to you by and through the National Bitcoin Offerings is solely at your own risk. National Bitcoin does not represent or warrant that the Content and other information posted by and through the National Bitcoin Offerings is accurate, complete, up-to-date or appropriate. You agree and understand that National Bitcoin shall have no obligation and incur no liability to you in connection with any Content. The Content is offered for informational purposes only and is at all times subject to the disclaimers contained herein and on the National Bitcoin Venues.

13. **Our Liability – Actions We May Take and Our Limitation of Liability.**

- o **Compliance and Due Diligence.** The Customer is responsible for complying with all laws of the jurisdiction from which the Customer accesses the Site, Kiosks or other National Bitcoin Offerings and the Customer shall at all times be solely responsible for obtaining any authorizations required by any authoritative body in such jurisdiction. The Customer has carried out reasonable due diligence to ensure that the purchase and sale of Digital Currency as provided under the Agreement is not contrary to any laws or regulations applicable to the Customer's governing



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jurisdiction, and that the acceptance of the Agreement by the Customer and the entering into a Customer Purchase Transaction or Customer Sale Transaction is not contrary to any federal, provincial, state or any other law (or) regulation applicable to the Customer.

- **Protection of Electronic Identification Information.** It is the Customer's obligation to ensure that its Account username and password ("Electronic Identification Information") is kept secret and secure. The Customer agrees to keep her/his/its Electronic Identification Information and all components thereof secret and safe to prevent unauthorized use.
- **Notification.** If a Customer believes that any transaction or balance recorded in her/his/its Account is incorrect, the Customer must contact National Bitcoin immediately to notify National Bitcoin of suspected unauthorized use of Customer's Electronic Identification Information. Customers are responsible for ensuring the accuracy of the information displayed in their respective Accounts, howsoever accessed. National Bitcoin will not be liable should a Customer fail to disclose any unauthorized use of Electronic Identification Information and/or Customer's National Bitcoin Account.
- **Your Liability.** You are responsible for all reversals, Chargebacks, Claims, fees, fines, penalties and other liability incurred by National Bitcoin, a User, or a third party caused by or arising out of your breach of the Agreement, and/or your use of the National Bitcoin Offerings. You agree to reimburse National Bitcoin, its Users and/or third parties for any and all such liability.
- **Temporary Holds for Disputed Transactions.** If another User files a dispute on a transaction that you were party to, National Bitcoin may place a temporary hold on the funds in your Account to cover the amount of the potential liability. If you win the dispute, National Bitcoin will lift the temporary hold. If you lose the dispute, National Bitcoin will remove the funds from your balance.
- **Reimbursement for Your Liability.** In the event that you are liable for any amounts to National Bitcoin or owe any sums to National Bitcoin, and National Bitcoin offers the holding of a balance, National Bitcoin may immediately remove such amounts from your balance. If you do not have a balance that is sufficient to cover your liability, your Account will have a negative balance and you will be required to immediately add funds to your balance to eliminate the negative balance. If you do not do so, National Bitcoin may engage in collection efforts to recover such amounts from you and you will be liable for all such costs of collection, including attorneys' fees.
- **Actions by National Bitcoin.** If we have reason to believe that you have engaged in any Restricted Activities, we may take various actions to protect National Bitcoin, other Users, third parties, or you from reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include, but are not limited to, the following:
 1. We may close, suspend, or limit your access to your Account or the National Bitcoin Offerings (such as limiting access to any of your Payment Methods, and/or your ability to send money, make withdrawals or remove financial Information).
 1. We may contact Users who have purchased goods or services from you, contact your bank or Payment Card issuer and/or warn other Users, law enforcement or impacted third parties of your actions.
 2. We may update inaccurate Information that you provided to us.



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1. We may refuse to provide the National Bitcoin Offerings to you in the future.
2. We may retain your balance for up to one hundred and eighty (180) Days (or such longer period if permitted by applicable law) if reasonably needed to protect against the risk of liability; and

1. We may take legal action against you.

- Account Closure, Termination of Service, or Limited Account Access. National Bitcoin, in its sole discretion, reserves the right to terminate the Agreement, access to the National Bitcoin Venues and/or access to the other National Bitcoin Offerings for any reason and at any time upon notice to you. If we close your Account or terminate your use of the National Bitcoin Offerings for any reason, we may provide you with a general notice of our actions, however we don't have to provide the specific reason. If we limit access to your Account, we may provide you with notice of our actions and the opportunity to request restoration of access if appropriate.
- Acceptable Use Policy Violation. If you violate the Acceptable Use Policy, then we may hold your funds up to one hundred and eighty (180) Days (or such longer period if permitted by applicable law) pending investigation of the violation.
- Our Limitation of Liability. IN NO EVENT SHALL NATIONAL BITCOIN, OUR DIRECTORS, AFFILIATES, OFFICERS, MEMBERS, EMPLOYEES, OR AGENTS ("NATIONAL BITCOIN PARTIES") BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF, OR INABILITY TO USE, THE NATIONAL BITCOIN OFFERINGS OR ANY ORDER OR OTHER TRANSACTION UNDERTAKEN IN CONNECTION WITH SAME INCLUDING, WITHOUT LIMITATION, ANY DAMAGES CAUSED BY OR RESULTING FROM: (A) RELIANCE BY ANY USER ON ANY INFORMATION AND/OR CONTENT OBTAINED FROM THE NATIONAL BITCOIN OFFERINGS; (B) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, SMS TEXT MESSAGES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION; (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, CONTENT AND/OR ANY OTHER PRODUCTS OR SERVICES PURCHASED OR OBTAINED FROM OR THROUGH THE NATIONAL BITCOIN OFFERINGS; (C) ANY DISPUTE BETWEEN ANY USERS AND/OR OTHER THIRD PARTIES; (D) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY CONTACT DATA; (E) THE FAILURE TO REALIZE ANY SPECIFIC FINANCIAL GOAL, FINANCIAL BENEFIT, INVESTMENT OUTCOME AND/OR OTHER FINANCIAL OUTCOME; AND/OR (F) ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO NATIONAL BITCOIN'S RECORDS, PROGRAMS AND/ OR NATIONAL BITCOIN OFFERINGS. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ANY NATIONAL BITCOIN PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE NATIONAL BITCOIN OFFERINGS OR ANY ORDER OR OTHER TRANSACTION UNDERTAKEN IN CONNECTION WITH SAME, OR TO THE AGREEMENT, EXCEED THE FEES PAID BY YOU TO NATIONAL BITCOIN (IF ANY) DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM GIVING RISE TO SUCH LIABILITY. THE NATIONAL BITCOIN PARTIES SHALL HAVE NO LIABILITY TO YOU ARISING OUT OF OR RELATING TO ANY DATA BREACH AFFECTING THE NATIONAL BITCOIN OFFERINGS IF NATIONAL BITCOIN HAD IN PLACE COMMERCIALY REASONABLE AND STANDARD SECURITY PROCEDURES AT THE TIME OF SUCH BREACH. Some



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jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations contained in this Section 13.10 may not apply to you. (tel:)

- Indemnity. You agree to defend, indemnify, and hold harmless each National Bitcoin Party from any claim, demand, action, damage, loss, cost or expense including, without limitation, attorneys' fees, arising out or relating to: (a) your unauthorized use of, or improper conduct in connection with, the National Bitcoin Offerings; (b) your violation of the Agreement; or (c) your violation of any rights of any other person or entity. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms. The provisions of this Section 13.11 are for the benefit of the National Bitcoin Parties and each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.
- 14. Disputes with National Bitcoin.
 - Dispute Resolution Provisions. The Agreement shall be treated as though it were executed and performed in [San Diego, California] and shall be governed by and construed in accordance with the laws of the State of California (without regard to conflict of law principles). The parties hereby agree to arbitrate all claims that may arise under the Agreement. Without limiting the foregoing, should a dispute arise between the parties (including the Covered Parties) including, without limitation, any matter concerning the National Bitcoin Offerings, the terms and conditions of the Agreement or the breach of same by any party hereto: (a) the parties agree to submit their dispute for resolution by arbitration before the American Arbitration Association ("AAA") in [San Diego, California], in accordance with the then current Commercial Arbitration rules of the AAA; and (b) you agree to first commence a formal dispute proceeding by completing and submitting an Initial Dispute Notice which can be requested from help@nationalbitcoinatm.com. We may choose to provide you with a final written settlement offer after receiving your Initial Dispute Notice ("Final Settlement Offer"). If we provide you with a Final Settlement Offer and you do not accept it, or we cannot otherwise satisfactorily resolve your dispute and you wish to proceed, you must submit your dispute for resolution by arbitration before the AAA, in your county of residence, by filing a separate Demand for Arbitration. For claims of Ten Thousand Dollars (\$10,000.00) or less, you can choose whether the arbitration proceeds in person, by telephone or based only on submissions. If the arbitrator awards you relief that is greater than our Final Settlement Offer, then we will pay all filing, administration and arbitrator fees associated with the arbitration and, if you retained an attorney to represent you in connection with the arbitration, we will reimburse any reasonable attorneys' fees that your attorney accrued for investigating, preparing and pursuing the claim in arbitration. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction. Although we may have a right to an award of attorneys' fees and expenses if we prevail in arbitration, we will not seek such an award from you unless the arbitrator determines that your claim was frivolous.
 - To the extent permitted by law, you agree that you will not bring, join or participate in any class action lawsuit as to any claim, dispute or controversy that you may have against the Covered Parties and/or their respective employees, officers, directors, members,



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representatives and/or assigns. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs that any Covered Party incurs in seeking such relief. This provision preventing you from bringing, joining or participating in class action lawsuits: (i) does not constitute a waiver of any of your rights or remedies to pursue a claim individually and not as a class action in binding arbitration as provided above; and (ii) is an independent agreement. You may opt-out of these dispute resolution provisions by providing written notice of your decision within thirty (30) days of the date that you first access a National Bitcoin Venue by sending an email to help@nationalbitcoinatm.com.

- No Waiver. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.
- Assumption of Rights. If National Bitcoin pays out a Claim, reversal or Chargeback that you file against a recipient of your payment, you agree that National Bitcoin assumes your rights against the recipient and third parties related to such payment, and we may pursue those rights directly or on your behalf, in National Bitcoin's discretion.
- Release of National Bitcoin. If you have a dispute with one or more Users or third-parties, you release and hold the Covered Parties harmless from any and all Claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.
- Limitation on Actions. To the extent allowed by law, you agree and understand that any legal action against any Covered Parties must be instituted within one (1) year of the date any claim or cause of action arises and that any action filed after one (1) year from such date shall be time barred as a matter of law.

15. General Provisions.

- Capital Gains/Income Taxes. National Bitcoin may not report any Customer transactions to the Internal Revenue Service; provided, however, that the purchase or sale of digital currency may be considered reportable as taxable income. It is the Customer's responsibility to contact a financial advisor for financial and tax related guidance. National Bitcoin will not issue tax documents and will not be held liable for any capital gains or tax implications due to the purchase or sale of Digital Currency by the Customer. Your taxes are solely your responsibility.
- Electronic Order Entry Risk Disclosure and Disclaimer.
 1. National Bitcoin specifically disclaims any liability or responsibility for Orders placed via any National Bitcoin Order entry system, for any losses or direct, indirect, consequential or incidental damages, which the Customer may recognize or incur as a result of the use of any Order entry system. Further, National Bitcoin specifically disclaims any and all liability for the interruption, cancellation or other termination of any National Bitcoin Order entry system or any other National Bitcoin Offerings.
 2. Negligence. All Orders placed through any National Bitcoin Order entry system are taken on a best-efforts basis. National Bitcoin shall not be responsible for errors, negligence or inability to execute Orders, nor shall National Bitcoin be responsible for any delays in the transmission, delivery or execution of Customer's Order(s) due to breakdown or failure of transmission or communication facilities, or for any other cause or causes beyond National Bitcoin's reasonable control or anticipation.
- Possible System Failure. Order entry systems have been designed to provide an efficient and dependable method for entering Orders. Commercial Internet and wireless service



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providers are not one hundred percent (100%) reliable and a failure by one (1) or more of these providers may affect Order entry. The Customer acknowledges that the Order entry systems are mechanical systems and as such may be subject to failure beyond the control of National Bitcoin.

- Force Majeure. National Bitcoin shall not be liable for any failure to perform its obligations hereunder due to the effects of Covid-19 or any similar virus, disease or pandemic (and any governmental and private sector responses thereto), fire, computer viruses, network failure, computer hardware failure, explosion, flood, lightning, act of terrorism, war, rebellion, riot, sabotage, orders or requests of any government or any other authority, legislative changes, strikes, lockouts or other labor disputes, or events or circumstances beyond its reasonable control.
- Not Legal, Accounting, Nor Tax Advice. Information and Content made available by and through the National Bitcoin Offerings is not intended to provide legal, accounting or tax advice, and should not be relied upon in that regard.
- No Warranty. THE NATIONAL BITCOIN OFFERINGS AND ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME ARE PROVIDED TO USERS ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, NATIONAL BITCOIN MAKES NO WARRANTY THAT THE NATIONAL BITCOIN OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME: (A) WILL MEET ANY USER'S REQUIREMENTS; (B) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED; (C) WILL BE FREE OF HARMFUL COMPONENTS; (D) WILL ENABLE ANY USER TO REALIZE ANY SPECIFIC FINANCIAL GOAL, FINANCIAL BENEFIT, INVESTMENT OUTCOME AND/OR OTHER FINANCIAL OUTCOME; AND/OR (E) WILL BE ACCURATE OR RELIABLE. THE NATIONAL BITCOIN OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. NATIONAL BITCOIN WILL NOT BE LIABLE FOR THE AVAILABILITY OF THE UNDERLYING INTERNET CONNECTION ASSOCIATED WITH THE NATIONAL BITCOIN OFFERINGS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ANY USER FROM NATIONAL BITCOIN OR OTHERWISE THROUGH OR VIA THE NATIONAL BITCOIN OFFERINGS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT. National Bitcoin has little control over the products or services that are paid for by and through the National Bitcoin Offerings and National Bitcoin cannot ensure that a buyer or a seller you are dealing with in connection with same will actually complete the transaction or is authorized to do so. National Bitcoin will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, check issuances and Digital Currency are processed in a timely manner, but National Bitcoin makes no representations or warranties regarding the amount of time needed to complete processing because the Bitcoin Offerings are dependent upon many factors outside of our control, such as delays in the banking system, blockchain congestion, or the U.S. or international mail service. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This Section 15.6 gives you specific legal rights and you may also have other legal rights that vary from state to state.



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- **License Grant; Proprietary Rights.** Each User is granted a non-exclusive, non-transferable, revocable and limited license to access and use the National Bitcoin Offerings. National Bitcoin may terminate this license at any time for any reason. (Unless otherwise expressly authorized by National Bitcoin, Users may only use the National Bitcoin Offerings for their own personal, non-commercial use. No part of the National Bitcoin Offerings may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical. No User or other third party may use any automated means or form of scraping or data extraction to access, query or otherwise collect material from the National Bitcoin Offerings except as expressly permitted by National Bitcoin. No User or other third party may use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer the National Bitcoin Offerings, or any portion thereof. No User or other third party may create any "derivative works" by altering any aspect of the National Bitcoin Offerings. No User or other third party may use the National Bitcoin Offerings in conjunction with any other third-party content. No User or other third party may exploit any aspect of the National Bitcoin Offerings for any commercial purposes not expressly permitted by National Bitcoin. Each User further agrees to indemnify and hold National Bitcoin harmless for that User's failure to comply with this Section 15.7. National Bitcoin reserves any rights not explicitly granted in the Agreement. The National Bitcoin Offerings, as well as the organization, graphics, design, compilation, magnetic translation, digital conversion, software, services and other matters related to same, are protected under applicable copyrights, trademarks and other proprietary (including, but not limited to, intellectual property) rights. The copying, redistribution or publication by any User or other third party of any part of the National Bitcoin Offerings is strictly prohibited. No User or other third party acquires ownership rights in or to any content, document, software, services or other materials viewed by or through the National Bitcoin Offerings. The posting of information or material by and through the National Bitcoin Offerings does not constitute a waiver of any right in or to such information and/or materials.
- **Severability.** If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- **Translated Agreement.** National Bitcoin may provide you with the ability to translate the Agreement to a language other than English. Any translation of the Agreement is provided solely for your convenience and is not intended to modify the terms of the Agreement. In the event of a conflict between the English version of the Agreement and a version in a language other than English, the English version shall apply.
- **California User Consumer Rights.** In accordance with Cal. Civ. Code Sec. 1789.3, California State resident Users may file grievances and complaints with the California Department of Consumer Affairs, 400 R Street, Ste. 1080, Sacramento, CA 95814; or by phone at 916-445-1254 or 800-952-5210; or by email to dca@dca.ca.gov (mailto:dca@dca.ca.gov).

16. **Definitions.** - "Account" means a Personal Account or Business Account. - "Business Account" means an Account used primarily for business purposes and not for personal, family, or household purposes.

"Business Days" means Monday through Friday, excluding holidays.

"Chargeback" means a request that a buyer files directly with her/his/its credit card company or credit card issuing bank to invalidate a payment.

"Claim" means a charge to a payment that a User files directly with National Bitcoin.



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(tel)

Customer Purchase Transaction" shall mean any sale operation whereby National Bitcoin sells Digital Currency to its Customer.

Some Service National Bitcoin can provide upon request to the National Bitcoin customer portal at any time, or by emailing help@nationalbitcoinatm.com or calling 949 431 122.

Days" means calendar days.

Dispute" means a dispute filed by a User directly with National Bitcoin in the online customer portal.

Holidays" means New Year's Day (January 1), Birthday of Martin Luther King, Jr. (the third Monday in January), Washington's Birthday (the third Monday in February), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Columbus Day (the second Monday in October), Veterans Day (November 11), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25). If a Holiday falls on a Saturday, National Bitcoin shall observe the Holiday on the prior Friday. If the Holiday falls on a Sunday, National Bitcoin shall observe the Holiday on the following Monday.

Information" means any confidential and/or personally identifiable information or other information related to an Account User's device, browser, email address, billing information, phone number and financial information.

Payment Method" means the payment method used to fund a transaction.

Personal Account" means an Account used for non-business purposes and used primarily for personal, family, or household purposes.

Policy" or Policies" means any Policy or other agreement between you and National Bitcoin associated with your use of National Bitcoin.

Restricted Activities" means those activities described in Section 11 of the Agreement.

National Bitcoin ATM Privacy Policy

At your visit to National Bitcoin ATM web site located at www.nationalbitcoinatm.com (the Site) and/or use of National Bitcoin ATM automated or attended virtual currency kiosks ("Kiosks," and together with the Site, the National Bitcoin Venues). The National Bitcoin Venues are internet properties of the Westcoast Technologies, Inc. d/b/a National Bitcoin ATM (collectively, National Bitcoin Venues, or the Venues). National Bitcoin ATM Privacy Notice (Privacy Notice) covers the treatment of personal information and other information that we collect when end users ("user," "you" or "your"): (a) access or use National Bitcoin Venues; (b) access and/or download any of our applications, software or other content from National Bitcoin Venues, including cryptocurrency related content (collectively, Informational Content"); and/or (ii) links to third party websites, products and/or services ("Third Party Links," and together with the Informational Content, the Content"); (c) purchase Bitcoin, Litecoin and/or Ethereum cryptocurrency (collectively, the Cryptocurrencies") by and through the National Bitcoin Venues ("Purchase Services"); (d) trade one of the designated Cryptocurrencies via the National Bitcoin Over-the-Counter Service (OTC Service); (e) use our location-based services ("Store Locator"); (f) submit an application to host a Kiosk at your designated location ("Hosting Request Service"); and/or (g) utilize the various contact forms and/or contact information made available via the National Bitcoin Venues as a means to contact directly, or request to be contacted by, National Bitcoin (collectively, the Contact Services," and together with the National Bitcoin Venues, Content, Purchase Services, OTC Service, Store Locator, and Hosting Request Service, the National Bitcoin Venues). **Please note if you are a resident of a European Union Member State you are not permitted to use the National Bitcoin Venues and/or National Bitcoin Offerings.**

Users with disabilities who wish to access this Privacy Notice in an alternative format can contact us by emailing us at: help@nationalbitcoinatm.com; by calling us at: 949 431 5122; or by sending us U.S. Mail to: Westciff Technologies, nc. (d/b/a National Bitcoin A M), 237 A St #10101 San Diego CA 92101. (tel: <https://www.nationalbitcoinatm.com>)

Vermont Residents

Except as otherwise permitted by applicable law, we will not share your non-public personal information without your opt-in consent. We may ask you, from time to time, for such consent which you are permitted to revoke in accordance with applicable law.

Capitalized terms not defined herein shall have the meanings set forth in the National Bitcoin A M Website Terms and Conditions ("Terms and Conditions"). IF YOU DO NOT AGREE TO THE TERMS OF THIS PRIVACY NOTICE HEREIN, YOU MAY NOT ACCESS OR OTHERWISE USE THE NATIONAL BITCOIN OFFERINGS.

California Privacy Rights

Shine the Light: If you are a resident of the State of California and would like to learn how your personal information (as defined in Cal. Civ. Code § 1798.83) is shared with third parties, what categories of personal information we have shared with third parties in the preceding year, as well as the names and addresses of those third parties, please email us at: help@nationalbitcoinatm.com; call us at: 949 431 5122; or send us U.S. Mail to: Westciff Technologies, nc. (d/b/a National Bitcoin A M), 237 A St #10101 San Diego CA 92101.

Further, if you are a resident of the State of California and would like to opt out from the disclosure of your personal information to any third party for marketing purposes, please email us at: help@nationalbitcoinatm.com; call us at: 949 431 5122; or send us U.S. Mail to: Westciff Technologies, nc. (d/b/a National Bitcoin A M), 237 A St #10101 San Diego CA 92101. Please be advised that where California State residents opt out from permitting their personal information to be shared, such individuals may still receive selected offers directly from us, in accordance with applicable law.

California Consumer Privacy Act of 2018 ("CCPA"): In addition to the foregoing, if you are a resident of the State of California, certain other privacy-related rights may apply to you in accordance with the CCPA, including the right to opt out of our sale/sharing of your personal information, as well as the right to know what personal information about you we have collected, whether your personal information was shared with third parties in the preceding year and, if so, what categories of personal information were shared, as well as the categories of third parties with whom we shared that personal information. Please see our "Privacy Provisions for California Residents" below for a more complete description of your rights under the CCPA as a California State resident.

Nevada Privacy Rights

If you are a resident of the State of Nevada and would like to opt out from the sale of your personal information to any third party data broker, please email us at: help@nationalbitcoinatm.com; call us at: 949 431 5122; or send us U.S. Mail to: Westciff Technologies, nc. (d/b/a National Bitcoin A M), 237 A St #10101 San Diego CA 92101.

Personal Information Collected

Please see our Privacy Provisions for California Residents below for additional details regarding the categories of personal information collected.

For the purposes of this Privacy Notice, "personal information" shall mean individually identifiable information from or about an individual. We collect certain personal information when you access certain of the National Bitcoin Offerings and complete the required information request forms (Form(s)) and/or otherwise provide such information to us via the National Bitcoin Venues.

The information that you must supply on the Form(s) may include, without limitation: (a) your full name; (b) your date of birth; (c) your mailing/billing address; (d) your email address; (e) your telephone number; (f) your credit card information, debit card information and/or bank account information (where purchasing Cryptocurrencies); (g) certain biometric information used to confirm your identity; (h) certain identification-related data (such as your Social Security Number, driver's license number and related information, and passport number and related information); and/or (i) any other information requested by us via the applicable National Bitcoin Venue.

For purposes of this Privacy Notice, items (f) through (h) in the preceding paragraph, will be considered "Sensitive Information."

Use and Sharing of Personal Information

Please see our Privacy Provisions for California Residents below for details regarding our use and sharing of personal information on <https://www.nationalbitcoinatm.com> (tel:)

National Bitcoin will never share, sell, rent, exchange or barter your personal information to or with any third party for financial gain or marketing purposes.

By making your personal information available to National Bitcoin, you also grant National Bitcoin the right, subject to applicable law, to use that personal information to contact you by telephone and email regarding your use of the National Bitcoin Offerings (including in connection with any purchase of Cryptocurrencies). If you wish to stop receiving future communications from us, please follow the instructions at the end of each such marketing message or see the "Opt Out/Unsubscribe" section below.

When you submit personal information, we use the personal information that you make available to facilitate the delivery of the applicable National Bitcoin Offerings to you, including the Cryptocurrencies and to respond to any inquiries made by you. You also agree that we may contact you at any time with updates and/or any other information that we may deem appropriate for you to receive in connection with your continued use of the National Bitcoin Offerings.

We may also employ other companies and individuals to perform certain functions on our behalf. Examples include verifying your identity, other payment transactions, sending direct and electronic mail, removing duplicate information from user lists, analyzing data and providing marketing analysis. The agents performing these limited functions on our behalf shall have access to our users' personal information (including Sensitive Information, where applicable) as needed to perform these functions for us, but we do not permit them to use user personal information for other purposes.


We will also use your personal information for customer service, to provide you with information that you may request, to customize your experience with the National Bitcoin Offerings. We may also use your personal information for internal business purposes, such as analyzing and managing our service offerings including, without limitation, the National Bitcoin Offerings. We may also combine the information we have gathered about you with information from other sources.

When you provide "prior express consent" within the meaning of the Telephone Consumer Protection Act (47 USC § 227), and its implementing regulations adopted by the Federal Communications Commission (47 CFR § 64.1200), as amended from time to time ("CPA"), you consent to receive, from National Bitcoin, telephone calls, including artificial voice calls, pre-recorded messages and/or calls (including text alerts via SMS text messages delivered via automated technology, to the telephone number(s) that you provided. Please note that you are not required to provide this consent in order to obtain access to the National Bitcoin Offerings, and your consent simply allows National Bitcoin to contact you via these means. Please be advised that by agreeing to this Privacy Notice, you are obligated to immediately inform us if and when the telephone number that you have previously provided to us changes. Without limiting the foregoing, if you: (a) have your telephone number reassigned to another person or entity; (b) give up your telephone number so that it is no longer used by you; (c) port your telephone number to a landline or vice versa; or (d) otherwise stop using that telephone number for any reason (collectively "Phone Number Change"), you agree that you shall promptly notify National Bitcoin of the Phone Number Change via email at: help@nationalbitcoinatm.com.

We reserve the right to release current or past personal information (including Sensitive Information): (i) in the event that we believe that the National Bitcoin Offerings are being or have been used in violation of the Terms and Conditions or to commit unlawful acts; (ii) if the information is subpoenaed; (iii) if we are sold, merge with a third party or are acquired by a third party (collectively, "M&A transactions") (including where we share your personal information, including Sensitive Information, in connection with the due diligence process associated with a potential M&A transaction); or (iv) if we are the subject of bankruptcy proceedings; provided, however, that if National Bitcoin is involved in a bankruptcy proceeding, merger, acquisition or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on the National Bitcoin Venues of any change in ownership or uses of your personal information, as well as any choices that you may have regarding your personal information.

You hereby consent to the disclosure of any record or communication to any third party when we, in our sole discretion, determine the disclosure to be required by applicable law, including sharing your email address with third parties for suppression purposes in compliance with the CAN-SPAM Act of 2003, as amended from time to time, and other email

marketing laws. Users should also be aware that courts of equity, such as U.S. Bankruptcy Courts, might have the authority under certain circumstances to permit personal information to be shared or transferred to third parties without permission.

 **Credit Card and/or Debit Card Transactions** (tel:)
(<https://www.nationalbitcoinatm.com>)

National Bitcoin utilizes third party service providers to provide credit and debit card payment processing services. If you choose to purchase National Bitcoin Cryptocurrencies, the credit or debit card information provided will be shared with our contracted third party payment processing service provider(s). National Bitcoin requires that its third party payment processing service provider(s) has/have in place privacy policies and practices consistent with this Privacy Notice; provided, however, that we cannot guarantee the privacy practices of our third party payment processing service provider(s).

Non-Personal Information Collection and Use

Please see our Privacy Provisions for California Residents below for more details regarding the categories and types of non personal information collected.

Computer IP Addresses/Browser type: We may collect certain non personally identifiable information about you and your desktop computer when you access the Kiosks and/or visit the Site. This non personally identifiable information includes, without limitation, the type of browser that you use (e.g., Safari, Chrome, Internet Explorer), your IP address, the type of operating system that you use (e.g., Windows or iOS) and the domain name of your internet service provider (e.g., Verizon, AT & T). We use the non personally identifiable information that we collect to improve the design and content of the National Bitcoin Offerings and to enable us to personalize your internet experience. We also may use this information in the aggregate to analyze usage of the National Bitcoin Offerings.

Cookies: When a user visits the Site and/or interacts with one of our commercial email messages, we send one (1) or more cookies and/or gif files (collectively, "Cookies") to assign an anonymous, unique identifier to the applicable user's computer and/or mobile device, as applicable. A Cookie is a piece of data stored on your hard drive containing non personally identifiable information about you. Cookies have many benefits to enhance your experience with the National Bitcoin Offerings, as applicable. To find out more about Cookies, please visit www.cookiecentral.com. We use Cookies to improve the quality of the National Bitcoin Offerings, including for storing user preferences and tracking Site usage (such as pages opened and length of stay at the Site, as applicable).

Most internet browsers are initially set up to accept Cookies, but you can reset your browser to refuse all Cookies or to indicate when a Cookie is being sent. To disable and reject certain Cookies, follow the instructions associated with your internet browser. Even in the case where a user rejects a Cookie, he or she may still use the National Bitcoin Offerings; provided, however, that certain functions of the National Bitcoin Offerings may be impaired or rendered inoperable if the use of Cookies is disabled. We reserve the right to retain Cookie data indefinitely.

Behavioral tracking: National Bitcoin and its third party partners, such as Google®, use Cookies, pixels and other tracking technology (collectively, "tracking technology") to analyze trends, administer the National Bitcoin Venues, track users' movements around/within the National Bitcoin Venues and to gather demographic information about our user base as a whole. To the greatest extent permissible under applicable law, we are not responsible for the tracking practices of third parties in connection with the Site.

National Bitcoin and its third party partners, such as Google®, use Cookies, pixels and other tracking technology (collectively, "tracking technology") to analyze trends, administer the National Bitcoin Venues, track users' movements around/within the National Bitcoin Venues and to gather demographic information about our user base as a whole. Our third party partners may use tracking technology to gather information about your activities on the Site and other websites in order to provide you with certain National Bitcoin advertising based upon your browsing activities and interests. To the greatest extent permissible under applicable law, we are not responsible for the tracking practices of third parties in connection with the Site.

In addition, users may be able to disable some, but not all, of this tracking activity by utilizing the "Do Not Track" setting or similar options within most major internet browsers. Further, users may be able to opt out of this form of tracking utilizing the options made available by the Network Advertising Initiative or Digital Advertising Alliance. Please note that opting out of this tracking activity does not opt you out of being served advertising. Even where you opt out of this tracking activity, you will continue to receive generic ads.



(https://www.nationalbitcoinatm.com)

(tel:)

Cross Device Tracking: National Bitcoin may track users' use of the National Bitcoin Offerings across various devices, including your kiosk, your personal computer and your mobile device, in order to optimize and personalize your National Bitcoin Offerings experience. National Bitcoin may collect certain of your personal information across various devices. Please be advised that when you opt out of having your use of the National Bitcoin Offerings tracked across devices, you may need to upload certain information multiple times and/or input your log in information multiple times.

Aggregate Data: National Bitcoin reserves the right to transfer and/or sell aggregate or group data about users of the National Bitcoin Offerings for lawful purposes. Aggregate or group data is data that describes the demographics, usage and other characteristics of users as a group, without disclosing personally identifiable information.

Security of Your Personal Information

National Bitcoin endeavors to safeguard and protect our users' personal information. When users make personal information available to us, their personal information is protected both on line and off line (to the extent that we maintain any personal information off line). Where our registration/application process prompts users to enter Sensitive Information (such as bank account information, driver's license/ID card number, Social Security Number and credit card information), and when we store and transmit such Sensitive Information, we have implemented security measures to ensure the confidentiality of such information.

Access to your personal information is strictly limited, and we take reasonable security measures to ensure that your personal information is not accessible to the public. All of our users' personal information is restricted in our offices, as well as the offices of our third party service providers. Only employees or third party agents who need user personal information to perform a specific job are granted access to user personal information. Our employees are dedicated to ensuring the security and privacy of all user personal information. Employees not adhering to our firm policies are subject to disciplinary action. The servers that we store user personal information on are kept in a secure physical environment. We also have security measures in place to protect the loss, misuse, destruction and a deterioration of personal information under our control.

Please be advised, however, that while we take every reasonable precaution available to protect your data, no storage facility, technology, software, security protocols or data transmission over the Internet or via wireless networks can be guaranteed to be 100% secure. Computer hackers that circumvent our security measures may gain access to certain portions of your personal information, and technological bugs, errors and glitches may cause inadvertent disclosures of your personal information; provided, however, that any attempt to breach the security of the network, our Kiosks, servers, databases or other hardware or software may constitute a crime punishable by law. For the reasons mentioned above, we cannot warrant that your personal information will be absolutely secure. Any transmission of data at or through the National Bitcoin Venues, other National Bitcoin Offerings or otherwise via the Internet or wireless networks, is done at your own risk.

In compliance with applicable federal and state laws, we shall notify you and any applicable regulatory agencies in the event that we learn of an information security breach with respect to your personal information. You will be notified via e-mail in the event of such a breach. Please be advised that notice may be delayed in order to address the needs of law enforcement, determine the scope of network damage, and to engage in remedial measures.

Children's Privacy

Please see our Privacy Provisions for California Residents below for more details regarding the personal information of minors.

Visitors under eighteen (18) years of age are not permitted to use and/or submit their personal information via the National Bitcoin Venues. National Bitcoin does not knowingly solicit or collect information from visitors under eighteen (18) years of age.

Opt-Out/Unsubscribe

Please see our Privacy Provisions for California Residents below for instructions on how California Residents can opt out of the sale/sharing of their personal information to/with third parties.

To opt out of receiving e-mail and other forms of communication from us, you can: (a) follow the instructions included in the applicable e-mail message or other communication; or (b) e-mail us at: help@nationalbitcoinatm.com.

Notwithstanding the foregoing, we may continue to contact you for the purpose of communicating information relating to your request for National Bitcoin Offerings, as well as to respond to any inquiry or request made by you. To opt out of receiving National Bitcoin Offerings related and/or inquiry response related messages from National Bitcoin, you must cease requesting

and/or utilizing the National Bitcoin Offerings and/or cease submitting inquiries to National Bitcoin, as applicable.



Deleting, Modifying, and Updating Your Information

(<https://www.nationalbitcoinatm.com>)

(tel:)

Please see our Privacy Provisions for California Residents below for instructions on how California Residents can access and/or delete personal information that we have collected.

At your request, we may, subject to certain conditions and restrictions, do the following: (a) inform you of what personal information we have on file for you; (b) amend the personal information that we have on file for you; and/or (c) remove personal information that you have provided to us, or that we have otherwise collected. You may do so by emailing us at: help@nationalbitcoinatm.com. We ask individual users to identify themselves and the information requested to be accessed, corrected or removed before processing such requests, and, to the extent permitted by applicable law, we may decline to process requests that are unreasonably repetitive or systematic, require disproportionate technical effort, jeopardize the privacy of others or would be extremely impractical (for instance, requests concerning information residing on backup tapes).

Please be advised that deleting your personal information may terminate your access to certain of the National Bitcoin Offerings or may be prohibited by applicable law. If you wish to continue using the full complement of National Bitcoin Offerings, you may not be able to delete all of the personal information that we have on file for you.

Please be further advised that, after you delete your personal information, residual copies may take a period of time before they are deleted from our active servers and may remain in our backup systems.

Transfer of Personal Information Internationally

If you are accessing the National Bitcoin Venues from a country other than the country in which our servers are located, your communications with us may result in the transfer of information across international boundaries. By visiting or accessing the National Bitcoin Venues and/or otherwise communicating electronically with us, you consent to such transfers. Even if your jurisdiction does not have the same privacy laws as the jurisdiction where our servers are located, we will treat your information as subject to the protections described in this Privacy Notice.

Changes to this Privacy Notice

National Bitcoin reserves the right to change or update this Privacy Notice at any time by posting a notice on the Site and the user interface associated with the Kiosks that we are changing our Privacy Notice. If the manner in which we use personal information changes, National Bitcoin will notify users by: (a) sending the modified policy to our users via email; and/or (b) by any other reasonable means acceptable under applicable state and federal law. You will have a choice as to whether or not we use your information in this different manner and we will only use your information in this different manner where you opt in to such use.

Contact Us

If you have any questions about this Privacy Notice or our privacy practices in general, you may email us at: help@nationalbitcoinatm.com; call us at: 949 431 5122; or send us U.S. Mail to: Westciff Technologies, Inc. (d/b/a National Bitcoin ATM), 237 A St #10101 San Diego CA 92101.

California Consumer Privacy Act Notice

These Privacy Provisions for California Residents ("Privacy Provisions") supplement, and do not limit in any way, the Privacy Notice set forth above. These Privacy Provisions apply solely to residents of the State of California ("CA Users"). We adopt these Privacy Provisions in compliance with the California Consumer Privacy Act of 2018 ("CCPA"). Any terms defined in the CCPA have the same meaning when used in these Privacy Provisions. CA Users with disabilities who wish to access these Privacy Provisions in an alternative format can contact us by emailing us at: help@nationalbitcoinatm.com; calling us at: 949 431 5122; or sending us U.S. Mail to: Westciff Technologies, Inc. (d/b/a National Bitcoin ATM), 237 A St #10101 San Diego CA 92101.

Categories of Information We Collect: We collect information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular CA User or device ("personal information"). In particular, we have collected the following categories of personal information from CA Users within the last twelve (12) months:

Category

Examples

Collected



Identifiers.

(https://www.nationalbitcoinatm.com)

	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, telephone number, or other similar identifiers.	Yes
	A name, signature, Social Security number, physical characteristics or description, postal address, telephone number, passport number, driver's license or State identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories. Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	
B. Personal information categories listed in the California Customer Records Statute (Cal. Civ. Code § 1798.80(e)).		Yes
C. Protected classification characteristics under California or federal law.		Yes
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	Yes
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	Yes
F. Internet or other similar network activity.	Browsing history, search history, information on a CA User's interaction with a website, application or advertisement.	Yes
G. Geolocation data.	Physical location or movements.	Yes
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	Yes
I. Professional or employment-related information.	Current or past job history or performance evaluations.	No

J. Non-public education information maintained by an educational institution or party (https://www.nationalbitcoinatm.com) (tel.) No.

under the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).

Education records directly related to a student maintained by an educational institution or party (such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.

K. Inferences drawn from other personal information. Yes

Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

Persona information does not include: Publicly available information from government records; De-identified or aggregated CA User information; information excluded from the CCPA's scope, such as: health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical data; and

persona information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

We obtain the categories of persona information listed above from the following categories of sources (with the specific categories of persona information indicated in parenthesis) directly from our CA Users. For example, from online and Kiosk based registration forms that our CA Users submit to us in connection with the products and/or services that we offer by and through the National Bitcoin Venues (Categories A, B, C, D, E, G, H, and K).

Persona information obtained indirectly from our CA Users. For example, through information we collect from our CA Users in the course of providing our products and/or services to them (Categories A, B, C, D, E, F and G).

Directly and indirectly from activity on the National Bitcoin Venues. This includes the type of browser that the CA User uses (e.g., Safari, Chrome, Internet Explorer), CA User IP address, the type of operating system used by the CA User (e.g., Windows or iOS) and the domain name of the CA User's Internet Service Provider. In addition, we obtain certain National Bitcoin Venue usage details and analytics as same are collected automatically by us and our third party partners (Categories F and G).

From third parties that interact with us in connection with the products and/or services that we offer to our CA Users. For example, third party entities that assist us in sending direct and electronic mail, removing duplicate information from CA User lists, analyzing data and providing marketing analysis (Categories A, B, C, D, E, F and G).

Use of Persona Information: Subject to your right to limit our ability to use the sensitive persona information that we collect from you, we may use or disclose the persona information (including: (a) name; (b) date of birth; (c) mailing/billing address; (d) email address; (e) telephone number; (f) your credit card information, debit card information and/or bank account information (where purchasing Cryptocurrencies); (g) certain biometric information used to confirm your identity; and (h) certain identification related data (such as your Social Security Number, driver's license number and related information, and passport number and related information)) that we collect for one or more of the following business purposes (with the specific categories of persona information indicated in parenthesis):

to fulfill or meet the reason for which the information is provided. For example, if you provide us with persona information in connection with your request for products and/or services, we will use that information to process your request (Categories A, B, C, D, E, F, G, H, and K);

to provide you with information, products or services that you request from us (Categories A, B, C, D, E, F and G);

to create, maintain, customize and secure your account with us, as applicable (Categories A, B, C, D, E, F and G);

to carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including the terms and Conditions associated with the National Bitcoin Venues (Categories A, B, C, D, E, F and G);

to improve the National Bitcoin Venues and better present their respective contents to you;

For customer service purposes and to respond to inquiries from you (Categories A, B, C, D, E, F and G);



For learning, research, and analysis and product development (Categories A, B, C, D, E, F and G);

(<https://www.nationalbitcoinatm.com>) (tel:)

As necessary or appropriate to protect our rights, property or safety, and that of our customers or others (Categories A, B, C, D, E, F and G);

to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations (Categories A, B, C, D, E, F, G, H, and K);

As described to you when collecting your personal information or as otherwise set forth in the CCPA (Categories A, B, C, D, E, F and G); and

to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal information held by us is among the assets transferred (Categories A, B, C, D, E, F, G, and K).

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated or incompatible purposes without providing you with notice.

Sharing Personal Information: Subject to your right to opt out of such sharing/sale, we may share your personal information (including: (a) name; (b) date of birth; (c) mailing/billing address; (d) email address; (e) telephone number; (f) your credit card information, debit card information and/or bank account information (where purchasing Cryptocurrencies); (g) certain biometric information used to confirm your identity; and (h) certain identification related data (such as your Social Security Number, driver's license number and related information, and passport number and related information)) for the other business purposes set forth above.

When we disclose personal information to a third party service provider or other entity, we enter into a contractual relationship that describes the purpose for which such third party may use the personal information and requires that third party to both keep the personal information confidential and not use it for any purpose other than the performance of its services under the applicable contract. Please note, we do not collect information from CA Users that we actually know are less than eighteen (18) years of age and we do not share or sell the personal information of CA Users that we actually know are less than eighteen (18) years of age. Without limiting the foregoing, we have not shared or sold the personal information of CA Users that we actually know are less than eighteen (18) years of age in the preceding twelve (12) months.

In the preceding twelve (12) months, we have disclosed the following categories of personal information for a business purpose:

Category A Identifiers.

Category B California Customer Records personal information categories

Category C Protected classification characteristics under California or federal law

Category D Commercial information

Category E Biometric information

Category F Internet or other similar network activity

Category G Location data

We disclose your personal information (including: (a) name; (b) date of birth; (c) mailing/billing address; (d) email address; (e) telephone number; (f) your credit card information, debit card information and/or bank account information (where purchasing Cryptocurrencies); (g) certain biometric information used to confirm your identity; and (h) certain identification related data (such as your Social Security Number, driver's license number and related information, and passport number and related information)) for a business purpose to the following categories of third parties (with the specific categories of personal information indicated in parenthesis):

Our affiliates (Categories A, B, C, D, E, F and G).

Service providers (Categories A, B, C, D, E, F and G).

a) μ povde oyo (a ego e A, B, , D, , a d G)

During the preceding twelve (12) months we have not sold personal information to third parties.

pe od a egeae o (a) a o ga Na o a B co be eve ece ay (b) a o ga ece ay o compy w
 Nationa Bitcoin's ega ob igations (such as the requirements imposed by the Bank Secrecy Act), reso ve disputes and/or
 e o ce ag ee me a d/o (c) a o ga eeded o p ov de AU e w e p od c a d/o e v ce eq e ed by c
 CA Users via the Nationa Bitcoin Venues:

Opt Out from the Use and/or Sharing of Your Sensitive Personal Information: You have the right to limit our use of your sensitive information, including any sensitive information from Category B (California Customer Records personal information), Category C (Protected classification characteristics under California or federal law) and/or Category E (Biometric information), to those uses which: (i) are necessary to perform the services or provide the goods requested by you; (ii) help us to ensure security and safety of you or our products or services; (iii) are short term, transient uses including, but not limited to, non personalized advertising shown as part of your then current interaction with the app iCable National Bitcoin Venue, provided that your personal information is not disclosed to another third party and is not used to build a profile about you or otherwise alter your experience outside the then current interaction with the app iCable National Bitcoin Venue; (iv) involve performing services on behalf of National Bitcoin, including, but not limited to, processing payments, providing financing, providing analytical services, providing storage, or providing similar services on behalf of National Bitcoin; and (v) include activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by, National Bitcoin, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by, National Bitcoin.

You also have the right opt out of our sharing your Sensitive information with third parties, including any Sensitive information from Category B (a.o.a. some Recorded Personal Information), Category C (Processed Personal Information), Category D (Information under California or federal law) and/or Category E (Biometric information). (tel: (https://www.nationalbitcoinatm.com))

To exercise your right to limit our use of your Sensitive information and/or opt out of our sharing your sensitive personal information with third parties, please submit a verifiable CA User request to us by either: calling us at: 949 431 5122; emailing us at: ep@aobcoam.com or by US Mail to: We Care, c/o (d/b/a National Bitcoin ATM), 237 AS #10101 San Diego CA 92101.

Access to Specific Information and Data Portability Rights: You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past twelve (12) months. Once we receive and confirm your verifiable CA User request, we will disclose to you:

the categories of personal information we collected about you

the categories of personal information we collected about you

Our business or commercial purpose for collecting or using that personal information;

the categories of third parties with whom we have shared that personal information; and/or

the specific pieces of personal information we collected about you (a so-called data portability request).

If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:

sales, identifying the personal information categories that each category of recipient purchased; and

disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights: You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions (including, but not limited to, the Bank Secrecy Act). Once we receive and comply with your AU request, we will delete (a) all electronic records of the personal information from our (their) records, unless an exception applies; provided, however, that in some cases, strictly for regulatory compliance purposes, we may be required to store / back up the (a) all electronic records, we may elect to maintain your personal information on a de-identified and aggregated basis in such a manner that the data no longer identifies you.

We may deny your deletion request if retaining the information is necessary for us or our service providers to:

Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our obligations to our co-owners or contractors;

Detect security incidents, protect against malicious, deceptive, fraudulent or illegal activity, or prosecute those responsible for such activities;

Debug products to identify and repair errors that impair existing intended functionality;

Exercise the legal rights of the user, e.g., to AU exercise / exercise the legal rights of the user, as provided for by law;


Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.);

Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research or project, if you provide the information;

Abuse or harm anyone as a result of your AU expectations based on your past or present

compliance with applicable law or a duty

Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

 **Exercising Access, Data Portability and Deletion Rights:** To exercise your access, data portability and/or deletion rights described above, please submit a verifiable CA User request to us by either: calling us at: 949 431 5122; emailing us at: help@nationalbitcoinatm.com; or sending us U.S. Mail to: Westciff Technologies, Inc. (d/b/a National Bitcoin ATM), 237 A St #10101 San Diego CA 92101. (tel.)

(<https://www.nationalbitcoinatm.com>)

Only you or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable CA User request related to your personal information.

You may only make a verifiable CA User request for access or data portability twice within a twelve (12) month period. The verifiable CA User request must:

Provide sufficient information that allows us to reasonably verify that you are: (1) the person about whom we collected personal information; or (2) an authorized representative;

Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm that the personal information relates to you. Making a verifiable CA User request does not require that you create an account with us. We will only use personal information provided in a verifiable CA User request to verify the requestor's identity or authority to make the request.

Response Timing and Format: We endeavor to respond to a verifiable CA User request within forty-five (45) days of the receipt thereof. If we require more time (up to ninety (90) days), we will inform you of the reason and extension period in writing. We will deliver our written response by mail or electronically, at your option. Any disclosures that we provide will only cover the twelve (12) month period preceding the receipt of your verifiable request. The response that we provide will also explain the reasons that we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable CA User request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination: We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

Deny you goods or services;

Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;

Provide you a different level or quality of goods or services; and/or

Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to these Privacy Provisions: We reserve the right to amend these Privacy Provisions in our discretion and at any time. When we make changes to these Privacy Provisions, we will notify you by email or through a notice on the Site's homepage and user interface associated with the Kiosks.

Contact Information: If you have any questions or comments about these Privacy Provisions, our Privacy Notice, the ways in which we collect and use your personal information, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us by either: calling us at: 949 431 5122; emailing us at: help@nationalbitcoinatm.com; or sending us U.S. Mail to: Westciff Technologies, Inc. (d/b/a National Bitcoin ATM), 237 A St #10101 San Diego CA 92101.

Westcoiff echno ogies, nc. d/b/a Nationa Bitcoin A M (Westcoiff echno ogies", Nationa Bitcoin", Us", We", or Our", and
 er ive y referred to as Nationa Bitcoin" or Nationa Bitcoin Affi iates") and any other related entities, we comes visitors
 (https://www.nationalbitcoinatm.com) (tel.)
 You, Your", or Customer") to its on ine service (Service"). By using its Service, You are agreeing to the fo owing Disc aimer
 whether or not You are a reg stered Nationa Bitcoin use . F You DO NO AGREE O HE CURREN D SCLA MER, PLEASE DO NO USE
 H S SERV CE. YOUR USE OF HE SERV CE CONS UES ACCEP ANCE OF ALL OF HE ERMS OF HE D SCLA MER HERE N.

Status of Account

YOUR ACCOUN W H US S NO AND W LL NO BE CONS DERED A BANK ACCOUN . OUR SERV CES ARE NO F NANC AL NS RUMEN S,
 AND WE ARE NO A REGULA ED F NANC AL NS U ON. NA ONAL B CON S A REGULA ED MONEY SERV CE BUS NESS. NO N ERES
 W LL BE PA D ON ANY FUNDS OR CURRENCY YOU USE O PURCAHSE OR RADE FOR ANY O HER CURRENCY W H O HER MEMBERS, AND
 SUCH CURRENCY S NO NSURED BY HE COMPANY OR ANY GOVERNMEN AGENCY. ALL CURRENCY RADED OR PURCHASED BY YOU
 W LL BE ASSOC A ED W H YOUR ACCOUN UN L USED O RADE W H O HER MEMBERS.

Disclosure of Material Risks

Nationa Bitcoin is a United States' Department of reasury registered Money Service Business, as above mentioned. You may
 check the Financia Crimes Enforcement Network's website (www.fincen.gov (http://www.fincen.gov)) to confirm Nationa
 Bitcoin's registration.

- Bitcoin is not legal tender, is not backed by the United States government, and accounts and value balances are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections.
- Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of Bitcoin.
- Transactions in Bitcoin may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- Bitcoin transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that the Customer initiates the transaction.
- The value of Bitcoin may be derived from the continued willingness of market participants to exchange fiat currency – such as United States dollars – for Bitcoin, which may result in the potential for permanent and total loss of value of Bitcoin should the market for Bitcoin disappear. In order to participate in the trading of Bitcoin, You should be capable of evaluating the merits and risks of investments and be able to bear the economic risk of possibly losing Your entire investment. No material on this site should be considered as an offer by National Bitcoin Affiliates to sell or solicitation by National Bitcoin Affiliates of any offer to buy Bitcoin or any other digital currency.
- All investments involve risks, losses may exceed the principal invested, and the past performance of a security, industry, sector, market, or financial product does not guarantee future results or returns. National Bitcoin Affiliates provide self-directed investors with reliable virtual currency exchange capabilities, and does not make recommendations or offer investment, financial, legal, or tax advice. You alone are responsible for evaluating the merits and risks associated with the use of National Bitcoin Affiliates' systems, services, or products. If You have additional questions regarding your taxes, please visit IRS.gov (http://www.IRS.gov) or consult a tax professional. National Bitcoin Affiliates are unable to provide any tax advice.
- Any content, research, tools, and stock or symbols are for educational and illustrative purposes only and do not imply a recommendation or solicitation to buy or sell a particular currency or to engage in any particular investment strategy. The projections or



(https://www.nationalbitcoinatm.com)

other information regarding the likelihood of National Bitcoin Affiliates investment outcomes are hypothetical in nature; are not guaranteed for accuracy or completeness; do not reflect actual investment results; do not take into consideration commissions, margin interest and other costs; and are not guarantees of future results.

- No assurance is made or available that any person who currently accepts Bitcoin as payment will continue to do so in the future.
- The trading of goods and products, physical or digital, including digital currencies such as Bitcoin, involves significant risk, and cryptocurrencies are subject to significant price fluctuations. Due to such price fluctuations, You may increase or lose value in Your assets at any given moment. Digital currency trading has special risks not generally shared with that of fiat currencies or goods or commodities in a market. Unlike fiat currencies, which are backed by governments or other legal entities, or by such commodities as gold or silver, digital currency is backed by technology and its perceived value in the marketplace.
- The nature of Bitcoin as an Internet-based protocol may lead to an increased risk of fraud or cyber attack.
- The nature of Bitcoin means that any technical difficulties experienced by National Bitcoin Affiliates may prevent the access or use of a Customer's Bitcoin.
- Any bond or trust account maintained (or to be maintained) by National Bitcoin Affiliates for the benefit of its Customers may not be sufficient to cover all losses incurred by Customers.

NONE SHALL NATIONAL BITCOIN AFFILIATES BE LIABLE FOR ANY INVESTMENT GAIN/LOSS YOU INCUR DURING YOUR INVESTMENT. INVESTING IN CRYPTOCURRENCIES IS RISKY, THE PAST PERFORMANCE OF ANY PERSON(S) DOES NOT GUARANTEE FUTURE PERFORMANCES. IF YOU INVEST BASED ON THE INFORMATION PROVIDED ON HIS WEBSITE, MEANS THAT YOU ACCEPT THE TERMS AND CONDITIONS OF USING HIS WEBSITE. YOU ARE 100% RESPONSIBLE FOR ANY OF YOUR OWN ACTIONS.


This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action.

Disclaimer of Warranty

You expressly agree that use of the National Bitcoin Affiliates, Exchange, and Services is at Your own and sole risk. You also understand and agree that any material and/or data downloaded or otherwise obtained through the use of the National Bitcoin Affiliates and Services or any of the materials contained therein is done at Your own discretion and risk and that You will be solely responsible for any damage to Your computer system or loss of data that results from the download of such material and/or data. The National Bitcoin Affiliates, Exchange, and Services, and all materials contained therein, are provided "as is" without warranty of any kind, either express or implied, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement.

National Bitcoin Affiliates make no representations or warranties that the National Bitcoin Affiliates, Exchange, and Services, or any materials contained therein, will be uninterrupted, timely, secure, or error free; nor does National Bitcoin Affiliates make any representations or warranties as to the quality, suitability, truth, usefulness, accuracy, or completeness of the National Bitcoin Affiliates, Exchange, and Services or any of the materials contained therein.

You understand that National Bitcoin Affiliates cannot and does not guarantee or warrant files available for downloading from the Internet will be free of viruses, worms, Trojan horses, or other code that may manifest contaminating or destructive properties. National Bitcoin Affiliates does not assume any responsibility or risk for Your use of the Internet.

 National Bitcoin Affiliates make no warranty regarding any transaction entered into through the National Bitcoin Affiliates, exchange, or Services, and National Bitcoin Affiliates are not responsible for any use of confidential or private information by users or third parties. National Bitcoin Affiliates are NOT responsible for the XB market, and National Bitcoin Affiliates make no representations or warranties concerning the value of virtual currency of any kind. You understand and agree that the value of virtual currencies can be volatile and National Bitcoin Affiliates are not in any way responsible or liable for any losses You may incur by holding or trading virtual currencies, even if the National Bitcoin Affiliates or Services are delayed, suspended, or interrupted for any reason. The warranties and representations set forth in this Disclaimer are the only warranties and representations made by Us with respect to this Disclaimer and the Services, and are in lieu of any and all other warranties, written or oral, express or implied, that may arise either by agreement between the parties or by operation of law or otherwise, including warranties of merchantability and fitness for a particular purpose which are excluded to the fullest extent permitted by applicable laws. None of these warranties and representations will extend to any third person.

LOCATIONS

Kiosk Locator

(<https://www.nationalbitcoinatm.com/find-locations/>)

All Locations

(<https://www.nationalbitcoinatm.com/bitcoin-atm-locations/>)

SUPPORT

FAQ's

(<http://support.nationalbitcoinatm.com/support/home>)

Knowledge Base

(<http://support.nationalbitcoinatm.com/support/home>)

How To's

(<http://support.nationalbitcoinatm.com/support/home>)

OTHER SERVICES

Host a Bitcoin ATM

(<https://www.nationalbitcoinatm.com/host-bitcoin-atm/>)

Own a Bitcoin ATM

(<https://www.nationalbitcoinatm.com/own-a-bitcoin-atm/>)

OTC and Advisory

(<https://www.nationalbitcoinatm.com/otc/>)

TERMS OF USE

Terms of Service

(<https://www.nationalbitcoinatm.com/terms-of-service/>)

Created with ♥ by **Westcliff Technologies**

FinCEN BSA ID : 3 000 88252707

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EXHIBIT 2

Redacted



Customer Account Safety Survey

National Bitcoin ATM is very concerned with any customer potentially falling victim to a any type of fraud. This survey helps us protect your account.

Please select the phone number used on your National Bitcoin ATM account

Please enter your email address

Full Name (First and Last)

Have you been in a situation where you have been told your identity has been stolen, meet someone online who overseas, in the military or in the hospital and are being instructed to move money or Bitcoin to someone else's account the help them?

The National Bitcoin ATM strives to protect your funds, therefore, the bitcoin wallet address you provide must be your own and in your control. Do you own the bitcoin wallet you represented as your own, meaning is it an app on your phone or computer that you personally control and you are sending funds to yourself and no one else?

To help keep your account safe, please share your most current wallet address here by following these steps:

- 1. Open your bitcoin wallet app and click Bitcoin**
- 2. Click deposit or the down arrow in the app**
- 3. Copy the address by tapping on it**
- 4. Long press in the box below to paste it**

National Bitcoin ATM respects your right to privacy but at the same time has a regulatory responsibility to verify its customer transactions are for legitimate, non-suspicious purposes such as investing, gifting, or purchasing goods and services. What is the purpose of your transaction(s)?

Investment

Lastly, National Bitcoin ATM respects your right to privacy but also has a regulatory responsibility to verify customers are not transacting on the behalf of others and that the money they are using is their own. How would you describe the origin of your funds that you are using to buy bitcoin:

Investments

Please enter your Occupation

Retired

Other Comments:

Thank you

Thank you for your time and your business with us!

-The National Bitcoin ATM Team

Westcliff that nothing untoward was happening with her account/wallet. The economic loss rule also bars this tort claim.

IV. Conclusion

Plaintiff was required to submit all claims against Westcliff stated in her Complaint to arbitration and instead filed suit in disregard of her Terms of Services Agreement (Exhibit 1). The ToS controls and delimits Westcliff's duties to Plaintiff. She is not entitled to tort remedies even if she were not required to arbitrate these claims. Furthermore, Westcliff did not act negligently, wrongfully or unjustly in dealing with Plaintiff's unfortunate situation.

For the foregoing reasons, Westcliff requests that Plaintiff's Complaint be dismissed, with prejudice, and for such other and further relief as the Court deems just and proper.

BEST LAW, P.A.

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December 21, 2022

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

CHRISTINE BORDEN,

Plaintiff,

v.

**BANK OF AMERICA, NA (“BANA”)
AND WESTCLIFF TECHNOLOGIES,
INC., D/B/A NATIONAL BITCOIN ATM,
AND CASH CLOUD, INC., D/B/A/ COIN
CLOUD,**

Defendants.

CASE NO.: 2:22-cv-04076-BHH

Removed from Georgetown County Court
of Common Pleas
Case No. 2022-CP-22-00868

CERTIFICATE OF SERVICE

I hereby certify that on December 21, 2022, I caused a true and correct copy of the foregoing to be served on the parties below via the Court’s ECF filing system, as follows:

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